

INTERNET
FORM NLRB-501
(2-38)UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
CHARGE AGAINST EMPLOYER**DO NOT WRITE IN THIS SPACE**Case
09-CA-201596Date Filed
JUNE 28, 2017**INSTRUCTIONS:**

File an original with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.

1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT

| | | |
|--|---|---------------------------------------|
| a. Name of Employer Amazon.com | | b. Tel. No. (206) 266-1000 |
| | | c. Cell No. |
| | | f. Fax No. (302) 636-5454 |
| d. Address (Street, city, state, and ZIP code) 410 Terry Ave N WA Seattle 98109-5210 | e. Employer Representative Jeff P. Bezos Founder, Chairman, Chief Exec. Officer and President | g. e-Mail |
| | | h. Number of workers employed 2000 |
| i. Type of Establishment (factory, mine, wholesaler, etc.) Transportation | j. Identify principal product or service Sort Center | |

k. The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) and (list subsections) 4 of the National Labor Relations Act, and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices are unfair practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.

2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices)

--See additional page--

3. Full name of party filing charge (if labor organization, give full name, including local name and number)

(b) (6), (b) (7)(C)

Title:

4a. Address (Street and number, city, state, and ZIP code)

(b) (6), (b) (7)(C)

4b. Tel. No.

(b) (6), (b) (7)(C)

4c. Cell No.**4d. Fax No.****4e. e-Mail**

(b) (6), (b) (7)(C)

5. Full name of national or international labor organization of which it is an affiliate or constituent unit (to be filled in when charge is filed by a labor organization)**6. DECLARATION**

I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief.

Tel. No.

(b) (6), (b) (7)(C)

Office, if any, Cell No.**Fax No.****e-Mail**

(b) (6), (b) (7)(C)

By (b) (6), (b) (7)(C)
(signature of representative or person making charge)Title: (b) (6), (b) (7)(C)
(Print/type name and title or office, if any)

Address (b) (6), (b) (7)(C)

06/28/2017 12:17:59

(date)

WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)**PRIVACY ACT STATEMENT**

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing unfair labor practice and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary; however, failure to supply the information will cause the NLRB to decline to invoke its processes.

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
CHARGE AGAINST EMPLOYER

DO NOT WRITE IN THIS SPACE

Case

09-CA-233466

Date Filed

DECEMBER 31, 2018

INSTRUCTIONS:

File an original with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.

1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT

a. Name of Employer

Amazon.com Inc.

b. Tel. No.

(206) 266-1000

c. Cell No.

f. Fax No.

d. Address (Street, city, state, and ZIP code)

410 Terry Ave N
WA Seattle 98109-5210

e. Employer Representative

Jeff Bezos
CEO, Chairman, & President

g. e-Mail

Jeff@amazon.com

h. Number of workers employed
2000

i. Type of Establishment (factory, mine, wholesaler, etc.)
Transportation

j. Identify principal product or service
Sort Senter

k. The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) and (list subsections) 4 of the National Labor Relations Act, and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices are unfair practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.

2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices)

--See additional page--

3. Full name of party filing charge (if labor organization, give full name, including local name and number)

(b) (6), (b) (7)(C)

Title:

4a. Address (Street and number, city, state, and ZIP code)

(b) (6), (b) (7)(C)

4b. Tel. No.

(b) (6), (b) (7)(C)

4c. Cell No.

4d. Fax No.

4e. e-Mail

(b) (6), (b) (7)(C)

5. Full name of national or international labor organization of which it is an affiliate or constituent unit (to be filled in when charge is filed by a labor organization)

6. DECLARATION

I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief.

By

(b) (6), (b) (7)(C)

(signature of representative or person making charge)

Title:

(b) (6), (b) (7)(C)

(Print/type name and title or office, if any)

Tel. No.

(b) (6), (b) (7)(C)

Office, if any, Cell No.

Fax No.

e-Mail

(b) (6), (b) (7)(C)

Address

(b) (6), (b) (7)(C)

12/31/2018 14:01:04

(date)

WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)

PRIVACY ACT STATEMENT

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing unfair labor practice and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary; however, failure to supply the information will cause the NLRB to decline to invoke its processes.



Basis of the Charge

8(a)(4)

Within the previous six months, the Employer disciplined or retaliated against an employee(s) because the employee(s) filed charges or cooperated with the NLRB.

| Name of employee disciplined/retaliated against | Type of discipline/retaliation | Approximate date of discipline/retaliation |
|---|--------------------------------|--|
| (b) (6), (b) (7)(C) | Termination | THIS IS AN APPEAL |





UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

REGION 9
550 MAIN ST
RM 3003
CINCINNATI, OH 45202-3271

Agency Website: www.nlr.gov
Telephone: (513)684-3686
Fax: (513)684-3946

February 11, 2019

(b) (6), (b) (7)(C)

Re: AMAZON.COM INC
Case 09-CA-233466

Dear (b) (6), (b) (7)(C):

We have carefully investigated and considered your charge that Amazon.com Inc. has violated the National Labor Relations Act.

Decision to Dismiss: Based on that investigation, I have decided to dismiss your charge for the reasons discussed below.

The charge alleges that you were discharged because you filed charges and/or cooperated with the National Labor Relations Board and you further indicated that the charge serves as an appeal of the Regional Director's decision in Case 09-CA-208929. In that case, you contended that your (b) (6), (b) (7)(C) 2017 termination was motivated by union and protected concerted activity and charge filing activity. For the reasons set forth in the Region's December 19, 2017 letter to you, that charge was dismissed. You later appealed the dismissal, and on April 18, 2018, the Office of Appeals sustained the Region's determination. The instant charge concerns that same discharge.

I conclude that further proceedings on this charge are not warranted as this Office and the Office of Appeals have previously considered the issue of whether your discharge was unlawfully motivated in violation of Section 8(a)(1)(3) and (4) of the Act and found the evidence failed to establish any violation of the Act. Moreover, your discharge occurred in (b) (6), (b) (7)(C) 2017, well over 6 months before this charge was filed. Under Section 10(b) of the Act, any charge must be filed and served upon the Charged Party within six months of an alleged unfair labor practice's occurrence. Thus, this charge over your discharge is time-barred in addition to having been previously been decided and found lacking in merit by the Regional Director, as sustained by the Office of Appeals.

Your Right to Appeal: You may appeal my decision to the General Counsel of the National Labor Relations Board, through the Office of Appeals.

Means of Filing: An appeal may be filed electronically, by mail, by delivery service, or hand-delivered. To file electronically using the Agency's e-filing system, go to our website at www.nlr.gov and:

- 1) Click on E-File Documents;
- 2) Enter the NLRB Case Number; and,
- 3) Follow the detailed instructions.

Electronic filing is preferred, but you also may use the enclosed Appeal Form, which is also available at www.nlr.gov. You are encouraged to also submit a complete statement of the facts and reasons why you believe my decision was incorrect. To file an appeal by mail or delivery service, address the appeal to the **General Counsel at the National Labor Relations Board, Attn: Office of Appeals, 1015 Half Street SE, Washington, DC 20570-0001**. Unless filed electronically, a copy of the appeal should also be sent to me.

The appeal MAY NOT be filed by fax or email. The Office of Appeals will not process faxed or emailed appeals.

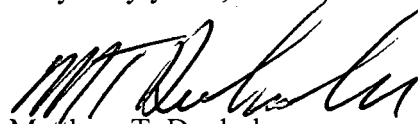
Appeal Due Date: The appeal is due on **February 25, 2019**. If the appeal is filed electronically, the transmission of the entire document through the Agency's website must be completed **no later than 11:59 p.m. Eastern Time** on the due date. If filing by mail or by delivery service an appeal will be found to be timely filed if it is postmarked or given to a delivery service no later than February 24, 2019. **If an appeal is postmarked or given to a delivery service on the due date, it will be rejected as untimely.** If hand delivered, an appeal must be received by the General Counsel in Washington D.C. by 5:00 p.m. Eastern Time on the appeal due date. If an appeal is not submitted in accordance with this paragraph, it will be rejected.

Extension of Time to File Appeal: The General Counsel may allow additional time to file the appeal if the Charging Party provides a good reason for doing so and the request for an extension of time is **received on or before February 25, 2019**. The request may be filed electronically through the ***E-File Documents*** link on our website www.nlr.gov, by fax to (202)273-4283, by mail, or by delivery service. The General Counsel will not consider any request for an extension of time to file an appeal received after February 25, 2019, **even if it is postmarked or given to the delivery service before the due date**. Unless filed electronically, a copy of the extension of time should also be sent to me.

Confidentiality: We will not honor any claim of confidentiality or privilege or any limitations on our use of appeal statements or supporting evidence beyond those prescribed by the Federal Records Act and the Freedom of Information Act (FOIA). Thus, we may disclose an appeal statement to a party upon request during the processing of the appeal. If the appeal is successful, any statement or material submitted with the appeal may be introduced as evidence at a hearing before an administrative law judge. Because the Federal Records Act requires us to keep copies of case handling documents for some years after a case closes, we may be required

by the FOIA to disclose those documents absent an applicable exemption such as those that protect confidential sources, commercial/financial information, or personal privacy interests.

Very truly yours,

A handwritten signature in black ink, appearing to read 'MT Denholm', written over a horizontal line.

Matthew T. Denholm
Acting Regional Director

Enclosure

cc: Jeff Bezos, CEO, Chairman, & President
Amazon.com Inc.
410 Terry Ave N
Seattle, WA 98109-5210

Joseph C. Ragaglia, Attorney
Morgan, Lewis & Bockius, LLP
1701 Market Street
Philadelphia, PA 19103-2987

Michael E. Lignowski, Esq.
Morgan, Lewis & Bockius, LLP
1701 Market St
Philadelphia, PA 19103-2901

Crystal S. Carey, Esquire
Morgan, Lewis & Bockius LLP
1701 Market Street
Philadelphia, PA 19103-2903

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD

APPEAL FORM

To: General Counsel
Attn: Office of Appeals
National Labor Relations Board
1015 Half Street SE
Washington, DC 20570-0001

Date:

Please be advised that an appeal is hereby taken to the General Counsel of the National Labor Relations Board from the action of the Regional Director in refusing to issue a complaint on the charge in

Case Name(s).

Case No(s). *(If more than one case number, include all case numbers in which appeal is taken.)*

(Signature)

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
CHARGE AGAINST EMPLOYER

DO NOT WRITE IN THIS SPACE

Case

Date Filed

INSTRUCTIONS:

File an original with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.

1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT

a. Name of Employer

Amazon Fulfillment Center

b. Tel. No.

c. Cell No.

f. Fax No.

g. e-Mail

h. Number of workers employed

d. Address (Street, city, state, and ZIP code)

900 Patrol Road

Jeffersonville, IN 47130

e. Employer Representative

Brandon Sunbury

Manager

i. Type of Establishment (factory, mine, wholesaler, etc.)

Warehouse

j. Identify principal product or service

Packing and Shipping

k. The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) and (list subsections) (3)

of the National Labor Relations Act, and these unfair labor

practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices are unfair practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.

2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices)

During the past six-months, the above named Employer has discriminated against and discharged (b) (6), (b) (7)(C) in retaliation for (b) (6) protected-concerted and union activity.

3. Full name of party filing charge (if labor organization, give full name, including local name and number)

(b) (6), (b) (7)(C)

4a. Address (Street and number, city, state, and ZIP code)

(b) (6), (b) (7)(C)

4b. Tel. No.

(b) (6), (b) (7)(C)

4c. Cell No.

4d. Fax No.

4e. e-Mail

(b) (6), (b) (7)(C)

5. Full name of national or international labor organization of which it is an affiliate or constituent unit (to be filled in when charge is filed by a labor organization)

6. DECLARATION

I declare that I have read the above charge

and that the statements are true to the best of my knowledge and belief.

Tel. No.

(b) (6), (b) (7)(C)

Office, if any, Cell No.

Fax No.

e-Mail

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C) an individual

(Print/type name and title or office, if any)

(Print/type name and title or office, if any)

Address (b) (6), (b) (7)(C)

May 09, 2016
(date)

WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)

PRIVACY ACT STATEMENT

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UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

REGION 9
550 MAIN ST
RM 3003
CINCINNATI, OH 45202-3271

Agency Website: www.nlr.gov
Telephone: (513)684-3686
Fax: (513)684-3946

June 6, 2016

(b) (6), (b) (7)(C)

Re: AMAZON FULLFILLMENT CENTER
Case 09-CA-175820

Dear (b) (6), (b) (7)(C):

We have carefully investigated and considered your charge that AMAZON FULLFILLMENT CENTER has violated the National Labor Relations Act.

Decision to Dismiss: Based on that investigation, I have decided to dismiss your charge for the reasons discussed below.

Your charge alleges that during the past 6 months, the Employer discriminated against you and discharged you in retaliation for your protected concerted and union activities in violation of Section 8(a)(1) and (3) of the Act. The investigation disclosed that you were a packing employee at the time of your discipline and discharge. There is no evidence that you were involved in any activity on behalf of any union. You claim that you contacted Human Resources about issues with your need to take unpaid time off and your supervisor directing an employee to hit you with a box. However, even assuming that your complaint about your supervisor was protected activity, there was no evidence of any Employer animosity directed at you because of this complaint or that it played any role in your discharge. To the contrary, the investigation failed to disclose that the Employer's asserted basis for discharging you were false or a pretext. Accordingly, it could not be established that you were discharged for any protected concerted or union activity.

Your Right to Appeal: You may appeal my decision to the General Counsel of the National Labor Relations Board, through the Office of Appeals. If you appeal, you may use the enclosed Appeal Form, which is also available at www.nlr.gov. However, you are encouraged to also submit a complete statement of the facts and reasons why you believe my decision was incorrect.

Means of Filing: An appeal may be filed electronically, by mail, by delivery service, or hand-delivered. Filing an appeal electronically is preferred but not required. The appeal MAY NOT be filed by fax or email. To file an appeal electronically, go to the Agency's website at www.nlr.gov, click on **E-File Documents**, enter the **NLRB Case Number**, and follow the detailed instructions. To file an appeal by mail or delivery service, address the appeal to the **General Counsel at the National Labor Relations Board, Attn: Office of Appeals, 1015 Half**

Street SE, Washington, DC 20570-0001. Unless filed electronically, a copy of the appeal should also be sent to me.

Appeal Due Date: The appeal is due on **June 20, 2016**. If the appeal is filed electronically, the transmission of the entire document through the Agency's website must be completed **no later than 11:59 p.m. Eastern Time** on the due date. If filing by mail or by delivery service an appeal will be found to be timely filed if it is postmarked or given to a delivery service no later than June 19, 2016. **If an appeal is postmarked or given to a delivery service on the due date, it will be rejected as untimely.** If hand delivered, an appeal must be received by the General Counsel in Washington D.C. by 5:00 p.m. Eastern Time on the appeal due date. If an appeal is not submitted in accordance with this paragraph, it will be rejected.

Extension of Time to File Appeal: The General Counsel may allow additional time to file the appeal if the Charging Party provides a good reason for doing so and the request for an extension of time is **received on or before June 20, 2016**. The request may be filed electronically through the *E-File Documents* link on our website www.nlr.gov, by fax to (202)273-4283, by mail, or by delivery service. The General Counsel will not consider any request for an extension of time to file an appeal received after June 20, 2016, **even if it is postmarked or given to the delivery service before the due date**. Unless filed electronically, a copy of the extension of time should also be sent to me.

Confidentiality: We will not honor any claim of confidentiality or privilege or any limitations on our use of appeal statements or supporting evidence beyond those prescribed by the Federal Records Act and the Freedom of Information Act (FOIA). Thus, we may disclose an appeal statement to a party upon request during the processing of the appeal. If the appeal is successful, any statement or material submitted with the appeal may be introduced as evidence at a hearing before an administrative law judge. Because the Federal Records Act requires us to keep copies of case handling documents for some years after a case closes, we may be required by the FOIA to disclose those documents absent an applicable exemption such as those that protect confidential sources, commercial/financial information, or personal privacy interests.

Very truly yours,



Garey Edward Lindsay
Regional Director

Enclosure

cc: BRANDON SUNBURY, MANAGER - AMAZON FULLFILLMENT CENTER
900 PATROL RD - JEFFERSONVILLE, IN 47130-7761

JOSEPH C. RAGAGLIA - MORGAN, LEWIS & BOCKIUS, LLP
1701 MARKET STREET - PHILADELPHIA, PA 19103-2921

KIRSTEN B. WHITE - MORGAN, LEWIS & BOCKIUS, LLP
ONE FEDERAL ST. - BOSTON, MA 02110

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD

APPEAL FORM

To: General Counsel
Attn: Office of Appeals
National Labor Relations Board
1015 Half Street SE
Washington, DC 20570-0001

Date:

Please be advised that an appeal is hereby taken to the General Counsel of the National Labor Relations Board from the action of the Regional Director in refusing to issue a complaint on the charge in

Case Name(s).

Case No(s). *(If more than one case number, include all case numbers in which appeal is taken.)*

(Signature)

INTERNET
FORM NLRB-501
(2-08)UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
CHARGE AGAINST EMPLOYER

DO NOT WRITE IN THIS SPACE

Case
CA-190719Date Filed
January 03, 2017

INSTRUCTIONS:

File an original with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.

1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT

| | | |
|--|--|---------------------------------------|
| a. Name of Employer Amazon.com Inc. | | b. Tel. No. (202) 266-1000 |
| | | c. Cell No. |
| | | f. Fax No. |
| d. Address (Street, city, state, and ZIP code) 410 Terry Ave N WA Seattle 98109-5210 | e. Employer Representative Jeff Bezos Chairman & CEO | g. e-Mail jeff@amazon.com |
| | | h. Number of workers employed 1000 |
| i. Type of Establishment (factory, mine, wholesaler, etc.) Others | j. Identify principal product or service Online Distribution Center | |
| k. The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) and (list subsections) 3 of the National Labor Relations Act, and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices are unfair practices affecting commerce within the meaning of the Act and the Postal Reorganization Act. | | |

2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices)

--See additional page--

3. Full name of party filing charge (if labor organization, give full name, including local name and number)

(b) (6), (b) (7)(C)

Title:

4a. Address (Street and number, city, state, and ZIP code)

(b) (6), (b) (7)(C)

4b. Tel. No.

(b) (6), (b) (7)(C)

4c. Cell No.

4d. Fax No.

4e. e-Mail

(b) (6), (b) (7)(C)

5. Full name of national or international labor organization of which it is an affiliate or constituent unit (to be filled in when charge is filed by a labor organization)

6. DECLARATION

I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief.

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

Title:

(signature of representative or person making charge)

(Print/type name and title or office, if any)

Tel. No.

(b) (6), (b) (7)(C)

Office, if any, Cell No.

(b) (6), (b) (7)(C)

Fax No.

e-Mail

(b) (6), (b) (7)(C)

Address (b) (6), (b) (7)(C)

12/31/2016 18:33:46
(date)

WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)

PRIVACY ACT STATEMENT

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing unfair labor practice and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary; however, failure to supply the information will cause the NLRB to decline to invoke its processes.

Basis of the Charge

8(a)(3)

Within the previous six months, the Employer discharged an employee(s) because the employee(s) engaged in protected concerted activities by, inter alia, protesting terms and conditions of employment and in order to discourage employees from engaging in protected concerted activities.

| Name of employee discharged | Approximate date of discharge |
|-----------------------------|-------------------------------|
| (b) (6), (b) (7)(C) | (b) (6), (b) (7)(C) 2016 |

8(a)(3)

Within the previous six months, the Employer disciplined or retaliated against an employee(s) because the employee(s) engaged in protected concerted activities by, inter alia, protesting terms and conditions of employment and in order to discourage employees from engaging in protected concerted activities.

| Name of employee disciplined/retaliated against | Type of discipline/retaliation | Approximate date of discipline/retaliation |
|---|--|--|
| (b) (6), (b) (7)(C) | Visit by (b) (6), (b) (7)(C) from Seattle & Intimidation | After (b) (6), (b) (7)(C) 2016 |
| (b) (6), (b) (7)(C) | (b) (6), (b) (7)(C) to (b) (6), (b) (7)(C), put HMK on Time Tracking | After (b) (6), (b) (7)(C) 2016 |
| (b) (6), (b) (7)(C) | Injury Denial | After (b) (6), (b) (7)(C) 2016 |
| (b) (6), (b) (7)(C) | Non Payment for Sunday July 24, 2016 | After (b) (6), (b) (7)(C) 2016 |
| (b) (6), (b) (7)(C) | Failure AMZN provide reason for nonpayment 7/24/16 | After (b) (6), (b) (7)(C) 2016 |
| (b) (6), (b) (7)(C) | Failure of AMZN provide work option after injury. | After (b) (6), (b) (7)(C) 2016 |
| (b) (6), (b) (7)(C) | Failure of AMZN provide agreed upon workers comp | After (b) (6), (b) (7)(C) 2016 |
| (b) (6), (b) (7)(C) | Shadow @ work line 4/oversize area named Eric | After (b) (6), (b) (7)(C) 2016 |
| (b) (6), (b) (7)(C) | Management Trainee Shadow (Asian engineer from TX) | After (b) (6), (b) (7)(C) 2016 |
| (b) (6), (b) (7)(C) OVERSIZE LINE Employees | Threat of RE-INSTITUTION of Time Tracking | After (b) (6), (b) (7)(C) 2016 |
| (b) (6), (b) (7)(C) | Anti-Union Tactics, shadow E mocking HMK to others | After (b) (6), (b) (7)(C) 2016 |



UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD

FIRST AMENDED CHARGE AGAINST EMPLOYER

INSTRUCTIONS:

| DO NOT WRITE IN THIS SPACE | |
|----------------------------|------------------|
| Case | Date Filed |
| 09-CA-190719 | January 12, 2017 |

File an original of this charge with NLRB Regional Director in which the alleged unfair labor practice occurred or is occurring.

1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT

| | | |
|---|---|---|
| a. Name of Employer Amazon.Com Inc. | | b. Tel. No. (202)266-1000 |
| | | c. Cell No. |
| d. Address (street, city, state ZIP code) 410 Terry Ave N, Seattle, WA 98109-5210 | e. Employer Representative Jeff Bezos Chairman & CEO | f. Fax No. |
| | | g. e-Mail jeff@amazon.com |
| | | h. Dispute Location (City and State) Seattle, WA |
| i. Type of Establishment (factory, nursing home, hotel) Others | j. Principal Product or Service Online Distribution Center | k. Number of workers at dispute location 1000 |

1. The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) and (3) of the National Labor Relations Act, and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices are unfair practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.

2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices)

On or about (b) (6), (b) (7)(C), 2016, the above-named Employer discharged (b) (6), (b) (7)(C) in retaliation of (b) (6) protected concerted activities and complaints as well as (b) (6) union organization background activities.

Within the previous 6 months, the Employer interfered with, restrained and coerced (b) (6), (b) (7)(C) by engaging in surveillances or creating impression of surveillances in response to protected complaints.

3. Full name of party filing charge (if labor organization, give full name, including local name and number)

(b) (6), (b) (7)(C)

| | |
|---|-------------------------------------|
| 4a. Address (street and number, city, state, and ZIP code) (b) (6), (b) (7)(C) | 4b. Tel. No. (b) (6), (b) (7)(C) |
| | 4c. Cell No. (b) (6), (b) (7)(C) |
| | 4d. Fax No. |
| | 4e. e-Mail (b) (6), (b) (7)(C) |

5. Full name of national or international labor organization of which it is an affiliate or constituent unit (to be filled in when charge is filed by a labor organization)

6. DECLARATION

I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief.

| | |
|--|---|
| By: X (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) (signature of representative or person making charge) | Office, if any, Cell No. (b) (6), (b) (7)(C) |
| An Individual | |
| Print Name and Title 1/10/17 | Fax No. |
| Date: X | e-Mail (b) (6), (b) (7)(C) |
| Address: (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) | |

Original Charge 12/31/16

WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)

PRIVACY ACT STATEMENT

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing unfair labor practice and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary; however, failure to supply the information will cause the NLRB to decline to invoke its processes.

Morgan Lewis

Michael E. Lignowski

Senior Attorney
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February 9, 2017

ELECTRONICALLY FILED

Eric J. Kelly
Field Examiner
National Labor Relations Board, Region 9
John Weld Peck Federal Building
550 Main Street, Room 3003
Cincinnati, OH 45202-3271

Re: Amazon.com Inc. (Case No. 9-CA-190719 – (b) (6), (b) (7)(C))

Dear Mr. Kelly:

Amazon.com.kysc LLC, (“Amazon” or the “Company”) provides this position statement in response to the above-referenced charge filed by (b) (6), (b) (7)(C). The Company understands (b) (6), (b) (7)(C) to claim that Amazon has violated Sections 8(a)(1) and 8(a)(3) of the National Labor Relations Act (“NLRA” or “Act”), as alleged in the charge and described in the Region’s January 12, 2017 allegations letter, as follows: *Within the last six months, Amazon discriminated against (b) (6), (b) (7)(C) by, including, but not limited to, discharging (b) (6), (b) (7)(C) in retaliation for (b) (6), (b) (7)(C) protected activities and complaints, as well as (b) (6), (b) (7)(C) prior union organization background activities. The Charge also alleges that Amazon interfered with, restrained and coerced (b) (6), (b) (7)(C) by engaging in surveillance or creating the impression of surveillance in response to protected complaints.*

In support of the charge, the Company understands (b) (6), (b) (7)(C) to assert that the Company took the above actions because of (b) (6), (b) (7)(C) alleged protected concerted activity.

As discussed in more detail below, (b) (6), (b) (7)(C) charge is without merit. As a threshold matter, (b) (6), (b) (7)(C) was never terminated, and is still currently employed by the Company but is on an extended personal leave of absence for (b) (6), (b) (7)(C) medical condition. Since Amazon never discharged (b) (6), (b) (7)(C) any allegations that (b) (6), (b) (7)(C) was discharged in retaliation for (b) (6), (b) (7)(C) alleged protected concerted activity are meritless.

Morgan, Lewis & Bockius LLP

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Further, there is no evidence that (b) (6), (b) (7)(C) engaged in any concerted activity. While (b) (6), (b) (7)(C) was upset that a compensation and benefit plan had been phased out long before (b) (6) started working for the Company, (b) (6)'s concerns were largely focused on (b) (6)'s own personal benefit.

(b) (6), (b) (7)(C) alleges numerous claims against the Company, none of which have any bearing on whether (b) (6) was subjected to conduct that violated the Act. Amazon's responses in connection with (b) (6), (b) (7)(C) requests for workers' compensation, unemployment compensation, Family and Medical Leave Act ("FMLA") leave, and a pay raise were entirely lawful and had absolutely nothing to do with any alleged union activity. The charge should be dismissed, absent withdrawal.

FACTUAL BACKGROUND

I. AMAZON.COM

Amazon operates websites that sell various products, including books, electronics, CDs, DVDs, and apparel. Amazon.com facilities receive and sort packages that are divided by zip code and sent out via the United States Postal Service, as opposed to the private services of FedEx or UPS, allowing the packages to be shipped at a lower shipping rate. These facilities are called "Sort Centers," and are operated by Amazon.com.kysc LLC. Amazon operates numerous Sort Centers in North America, including the one in Hebron, Kentucky, referred to internally as "CVG5."

II. (b) (6), (b) (7)(C) EMPLOYMENT AT AMAZON

A. (b) (6), (b) (7)(C) Position and Duties.

(b) (6), (b) (7)(C) was hired to work for Amazon on (b) (6), (b) (7)(C) as a part-time Tier 1 Associate in the CVG5 facility. (b) (6), (b) (7)(C) rate of pay was \$12.75 per hour at the time (b) (6) began (b) (6)'s disability accommodation leave of absence in July 2016. As a part time associate, (b) (6), (b) (7)(C) was not eligible for certain benefits, including personal leaves of absence.

Tier 1 Associates are trained to do every job in the Sort Center. These duties include unloading of trailers delivering packages; "pallet build," which involves scanning packages, wrapping pallets, and moving pallets; working in the "flat sort" which is the small package sorting area; and fluid loading, which is when packages that are unloaded have to get loaded onto a trailer for eventual delivery. Approximately 80% of all tasks Tier 1 Associates perform at CVG5 involve scanning packages, sorting them, and/or moving packages to a particular area for later delivery to Amazon's customers.

B. Amazon's Transition From the Class H Compensation and Benefits Plan to the Class Q Compensation and Benefits Plan.

Prior to April 1, 2015, Amazon's part time and full time employees working at the Company's Sort Centers were classified as "Class H" employees. Certain benefits were provided to Class H employees, including a \$0.50 automatic wage increase every six months. As Amazon was lawfully entitled to do, the Company made the decision in 2015 to transition to a different compensation and benefit structure for its employees. The Company decided to discontinue the Class H compensation and benefit program. As of April 1, 2015, all new hires were hired as "Class Q" employees, which included a new benefit plan. (See **Exh. A – Benefits Overview and Part Time Benefits Changes FAQs.**) When the Class Q compensation and benefit plan was implemented, information on this new benefit plan was widely distributed to employees, and discussed during a large group presentation at CVG5.

Any employees hired prior to April 1, 2015, who continued working for the Company after this date (a "legacy" employee), remained on the Class H benefit structure for the duration of their employment or until April 1, 2016, whichever was earlier. By April 1, 2016, all Sort Center employees had been transitioned to the Class Q benefit plan. After April 1, 2015, all new Class Q employees received the new benefit slides during their New Hire Orientation. (See **Exh. A.**)

Since (b) (6), (b) (7)(C) was hired on (b) (6), (b) (7)(C) 7.5 months after the Class H plan was phased out, (b) (6) was never part of the Class H compensation and benefit plan. At all times during (b) (6) employment, (b) (6), (b) (7)(C) was a Class Q employee. As such, (b) (6) was never entitled to receive an automatic \$0.50 wage increase every six months.

C. (b) (6), (b) (7)(C) June 2016 Complaints.

On Sunday, June 26, 2016, at 12:34 a.m., (b) (6), (b) (7)(C) began a series of emails with Amazon's human resources department, requesting the attention of (b) (6), (b) (7)(C), Amazon's (b) (6), (b) (7)(C), and (b) (6), (b) (7)(C). (b) (6), (b) (7)(C) These emails were to discuss what (b) (6), (b) (7)(C) felt was the "bad business" decision of phasing out the Class H compensation and benefit plan—a business decision that was implemented more than a year prior to (b) (6), (b) (7)(C) email exchange.

(b) (6), (b) (7)(C) promptly responded to (b) (6), (b) (7)(C) email on Sunday, June 26, and explained some of the important aspects of the Class Q compensation and benefit plan. Importantly, (b) (6), (b) (7)(C) notified (b) (6), (b) (7)(C) that the Class H compensation and benefit plan had been phased out in April 2015, so (b) (6), (b) (7)(C) was never eligible to receive the automatic \$0.50 wage increases. The substance of these email exchanges is below, and is attached as an exhibit. (See **Exh. B – (b) (6), (b) (7)(C) "Formal Policy Appeal" Email to Amazon.**)

From: (b) (6), (b) (7)(C) [mailto:(b) (6), (b) (7)(C)@gmail.com]
Sent: Sunday, June 26, 2016 00:34 [Eastern Time]
To: HRC <HRC@amazon.com>; ERC <ERC@amazon.com>
Cc: (b) (6), (b) (7)(C) @amazon.com>
Subject: Did not receive a 6 Month Raise [Formal Policy Appeal]¹

Good Morning Amazon Corporate Human Resources, [Attention Amazon (b) (6), (b) (7)(C)]

I hope you are well.

This note is a formal appeal for the decision which took place, somewhere (which no one will take responsibility for) **which almost uniquely effects [sic] me in our facility**, not to give Amazon Part Time Associates 6 month raises anymore. I work in Hebron @ CVG5.

An important part of team building is being able to maintain your best people. You can't do that if they have to look elsewhere for more \$. I have worked hard these past 7 months to help turn this facility around. Not receiving a 6 month pay increase which other Amazon Associates receive here, including temporary workers, is disillusioning. Of additional note, this was a benefit of mine described to me during my orientation, to which there seems to be much confusion among management.

On a related note, I like the Management team in this facility. You have some very good people here. Any assistance you can provide in this matter is genuinely appreciated.

Sincerely,
(b) (6), (b) (7)(C)

On Sun, Jun 26, 2016 at 3:43 PM [Pacific Time], (b) (6), (b) (7)(C) (b) (6), (b) (7)(C)@amazon.com> wrote:

Good Afternoon (b) (6), (b) (7)(C)

Thank you for reaching out. My name is (b) (6), (b) (7)(C), one of Amazon's (b) (6), (b) (7)(C) and I help support the CVG5 building. I am in receipt of your email below and would like to apologize for any misinformation provided to you upfront. I will be working with CVG5 to ensure they are / have been using the most recent training materials and handouts.

Amazon moved its part time workforce to a new benefit structure on April 1, 2015 – several months before you started your journey with us. With this restructure, the 6 month step plan went away, but in its place, all newly hired associates would be brought in [a]t the 12 month step rate. So instead of starting at \$11.75 where all associates started prior to April 1, 2015, you came in at the 12 month, \$1 increase which is \$12.75.

This is the rate our compensation team has determined to be appropriate and competitive in the local market.

¹ While (b) (6), (b) (7)(C) refers to (b) (6) request for the Company to bring back its phased-out Class H compensation and benefit plan as a "Formal Policy Appeal," the Company does not have a mechanism for employees to appeal policy decisions. While Amazon does have an Appeals Process for disciplinary actions, policy appeals are not included in the Company's appeals process.

Though there will no longer be a step plan for our part time associates – this rate will be reviewed annually to remain competitive and if necessary will be adjusted in an annual “across-the-board” increase.

Our full time roles in the nearby fulfillment centers may have a benefit package that better coincides with what you are looking for. If you are interested in pursuing a full time role, please stop by the HR desk at CVG5 and see (b) (6), (b) (7)(C) or (b) (6), (b) (7)(C) and they can help get the transfer request underway.

If you have any further questions, please feel free to reach out.

Kind regards,
(b) (6), (b) (7)(C)

On Sun, Jun 26, 2016 at 5:46 PM [Eastern Time], (b) (6), (b) (7)(C) <(b) (6), (b) (7)(C)> wrote:

Good Evening (b) (6), (b) (7)(C) [sic] [& Amazon (b) (6), (b) (7)(C)

Thank you for your prompt reply & the option you suggested of looking at employment elsewhere in Amazon for more \$. The policy you are promoting however is bad business, this facility, CVG5, has an attrition rate of 10% PER WEEK* & you can't afford to lose another single good person.

*..a 10% attrition rate per week is the equivalent of losing your entire labor force more than 5 times each year. It is a recipe for mediocrity. Attrition generally should be measured yearly. If attrition in our business is this bad company wide it would put us in the company of the worst managed businesses in the world.

A better metric to look would be the Correlation & Effect of Salary on Attrition. Amazon has 50 sort centers a Regression Analysis looking at the Correlation & Effect of Salary on Attrition would provide information about the % of Attrition attributed to the relative salary level in each of our markets as well as the percent reduction in Attrition which corresponds to a 1% increase in pay--both useful metrics for the challenges we face, specifically, in maintaining great people & building great teams.

In the best Amazon tradition, again, I formally appeal the decision which took place not to give Amazon Part Time Associates 6 month raises anymore. An important part of team building is being able to maintain your best people. You can't do that if they have to look elsewhere for more \$. I have worked hard these past 7 months to help turn this facility around. Not receiving a 6 month pay increase which other Amazon Associates receive here, including temporary workers, is disillusioning. Of additional note, this was a benefit of mine described to me during my orientation, to which there seems to be much confusion among management.

On a related note, I like the Management team in this facility. You have some very good people here.

Any assistance any of you can provide in this matter is genuinely appreciated.

Sincerely,

(b) (6), (b) (7)(C)

From: (b) (6), (b) (7)(C) [mailto:(b) (6), (b) (7)(C)]

Eric J. Kelly
February 9, 2017
Page 6

Sent: Sunday, June 26, 2016 3:25 PM [Eastern Time]
To: HRC <HRC@amazon.com>; ERC <ERC@amazon.com>; (b) (6), (b) (7)(C) @amazon.com>
Cc: (b) (6), (b) (7)(C) @amazon.com>
Subject: Re: Did not receive a 6 Month Raise [Formal Policy Appeal]

Cari, besides myself has any other part time associate passed their 6 month period & not gotten a raise @ CVG5 because of this new policy? If so how many? I haven't see anyone still here that I was hired with in weeks,, H

From: (b) (6), (b) (7)(C)
Sent: Sunday, June 26, 2016 4:45 PM [Pacific Time]
To: (b) (6), (b) (7)(C) <(b) (6), (b) (7)(C)>
Cc: (b) (6), (b) (7)(C) @amazon.com>
Subject: RE: Did not receive a 6 Month Raise [Formal Policy Appeal]

Hello (b) (6), (b) (7)(C),

It may be more appropriate to have a live discussion which I can ask (b) (6), (b) (7)(C) to schedule with you, (b) (6), (b) (7)(C) and myself for one of your upcoming work days. Where I am open to feedback, many of your data points are askew and it'd be pertinent to correct as to alleviate any further misconceptions.

I can assure you that all Part Time associates hired on or after April 1, 2015 were hired as Class Q Part Time associates, and on the Class Q benefit plan (if you have not received a copy of this, we can ensure you do when you are next onsite).

Again, very appreciative of your feedback and partnership in obsessing over our customers. I look forward to speaking with you.

(b) (6), (b) (7)(C)

(See Exh. B; emphasis added.)

(b) (6), (b) (7)(C) final email detailing (b) (6), (b) (7)(C) complaints about the Company's change to the compensation and benefit plan was as follows:

From: (b) (6), (b) (7)(C) [mailto:(b) (6), (b) (7)(C)]
Sent: Sunday, June 26, 2016 7:30 PM [Eastern Time]
To: (b) (6), (b) (7)(C)
Cc: (b) (6), (b) (7)(C); HRC; ERC
Subject: Re: Did not receive a 6 Month Raise [Formal Policy Appeal]

Hi (b) (6), (b) (7)(C) [sic],

The point that was being made was that very few part time associates, besides myself, have lasted 6 months here & so this policy really just effects a very very small group of people, of which I am one.

Again, it is my intention to appeal the policy, because it is very bad business, because if orientation manuals are being updated; it was never completely implemented, & because whoever put it in place would benefit

from having it reviewed before Peak so that it doesn't reek any further havoc on Operations.

WHAT REVIEW PROCESS EXISTS @ AMAZON FOR ISSUES LIKE THIS?
It's in all of our interest that we just fix it & move on. Yes?

Any assistance you can provide towards these ends would be genuinely appreciated.

Sincerely,

(b) (6), (b) (7)(C)

(See Exh. B; emphasis added.) (b) (6), (b) (7)(C) did not say how many people (b) (6) believed that the change to the Class H compensation and benefit plan affected, only that it was a "very very small group of people," of which (b) (6) was one. (b) (6) also stated that the change to the Class H benefit plan "almost uniquely [affects] me in our facility."

D. Amazon (b) (6), (b) (7)(C) Visit to CVG5.

(b) (6), (b) (7)(C) alleges that (b) (6), (b) (7)(C) was sent in from Seattle, WA with the intent to intimidate (b) (6), (b) (7)(C) after (b) (6), (b) (7)(C) or the Employer was made aware of (b) (6), (b) (7)(C) past outside organizing efforts for adjunct professors at private universities." (NLRB Allegation Letter, p. 2.) This is simply untrue. As the (b) (6), (b) (7)(C) travels to each of (b) (6), (b) (7)(C) Sites at least once per quarter, (b) (6), (b) (7)(C) visited CVG5 as part of a pre-planned trip to that Region to monitor a management project occurring throughout 2016. (b) (6), (b) (7)(C) goals of (b) (6), (b) (7)(C) visit were to have: (1) a meeting with (b) (6), (b) (7)(C) team in CVG5; and (2) to ensure the Site had everything it needed for a successful Prime Day 2016. In one of (b) (6), (b) (7)(C) June 26, 2016 emails, (b) (6), (b) (7)(C) had already mentioned to (b) (6), (b) (7)(C) that an in-person meeting might make sense to discuss (b) (6), (b) (7)(C) concerns. This was because a trip was already in the works. (b) (6), (b) (7)(C) trip to CVG5 had no specific connection to (b) (6), (b) (7)(C) complaints, and it was not an intimidation tactic.

(b) (6), (b) (7)(C) visited CVG5 during the week of July 7, 2016. (b) (6), (b) (7)(C) was working on the day when (b) (6), (b) (7)(C) was in town, so (b) (6), (b) (7)(C) made sure to arrange a meeting with (b) (6), (b) (7)(C). On July 7, 2016, (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C), a local (b) (6), (b) (7)(C) for CVG5, met with (b) (6), (b) (7)(C) at the CVG5 facility. During this meeting, (b) (6), (b) (7)(C) re-raised (b) (6), (b) (7)(C) concern about the automatic \$0.50 raise for Class H associates that had been discontinued in April 2015. (b) (6), (b) (7)(C) inquired as to where (b) (6), (b) (7)(C) learned about the \$0.50 raises that were part of the Class H plan, and (b) (6), (b) (7)(C) stated that (b) (6), (b) (7)(C) heard about it from another associate who was training (b) (6), (b) (7)(C) when (b) (6), (b) (7)(C) was on (b) (6), (b) (7)(C) new hire tour. (b) (6), (b) (7)(C) explained that this other associate must have been a "legacy" associate and that is why that other associate would have been receiving raises under the Class H compensation and benefit plan in November 2015. (b) (6), (b) (7)(C) also explained that the benefits outlined for (b) (6), (b) (7)(C) during (b) (6), (b) (7)(C) new hire orientation were accurate, and (b) (6), (b) (7)(C) was a Class Q associate.

As part of their July 7 meeting, (b) (6), (b) (7)(C) also relayed some concerns (b) (6) had with Amazon, including transportation for employees, associate retention and attrition, and improving productivity. Amazon encourages associates to let the Company know how they feel, as (b) (6), (b) (7)(C) did, and gives the Company a chance to reply, consider changes, or educate the associate, which the Company did, as set forth herein. It is common for Associates and management to exchange ideas and engage in discussions. Indeed, this is encouraged. (b) (6), (b) (7)(C), (b) (6), (b) (7)(C), and (b) (6), (b) (7)(C) walked around the facility discussing (b) (6), (b) (7)(C) ideas and came upon a meeting room that had a white board. This white board was part of the Company's "Voice of the Associate" program, which encourages employees to discuss any ideas they may have for improving the Company with any member of Amazon management. (b) (6), (b) (7)(C) began sketching out some of (b) (6), (b) (7)(C) ideas that the small group had been discussing. (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) spent approximately one hour with (b) (6), (b) (7)(C) listening to (b) (6), (b) (7)(C) concerns and discussing (b) (6), (b) (7)(C) ideas.

While (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) were in the meeting room with the white board, several members of CVG5's leadership team were conducting a "Gemba walk."² At this time, CVG5's leadership observed (b) (6), (b) (7)(C) drawing some of (b) (6), (b) (7)(C) ideas on the white board. However, there was nothing unlawful about the leadership's observation of (b) (6), (b) (7)(C) discussion with (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) was not subjected to any unlawful treatment in connection with the fact that several members of the leadership team saw (b) (6), (b) (7)(C) discussing (b) (6), (b) (7)(C) ideas with (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C).

E. (b) (6), (b) (7)(C) Was Never Subjected to Surveillance In Connection With His Employment.

(b) (6), (b) (7)(C) alleges in (b) (6), (b) (7)(C) charge that the Company engaged in surveillance or "created the impression of surveillance" in response to (b) (6), (b) (7)(C) complaints. Specifically, (b) (6), (b) (7)(C) alleges that "two employees shadow[ed] (b) (6), (b) (7)(C) and engag[ed] in surveillance as an agent of the Employer during (b) (6), (b) (7)(C) employment. (b) (6), (b) (7)(C) says that an Associate was placed near (b) (6), (b) (7)(C) and then on (b) (6), (b) (7)(C) line to monitor (b) (6), (b) (7)(C) work. (b) (6), (b) (7)(C) asserts that following (b) (6), (b) (7)(C) July 11, 2016 discussion with (b) (6), (b) (7)(C) that an unknown (b) (6), (b) (7)(C) trainee (Engineer) followed (b) (6), (b) (7)(C) and kept notes for some time during (b) (6), (b) (7)(C) shifts for about a week and a half." (NLRB Allegations Letter, p. 2.)

These claims are false. Amazon did not engage in surveillance of any kind of (b) (6), (b) (7)(C) or (b) (6), (b) (7)(C) work. First, July is an extremely busy month for Amazon because it is the month

² "Gemba walks" are part of a lean management style (the idea of eliminating waste in a manufacturing system, improving efficiency, and reducing costs). The term "gemba walk" is Japanese in origin and means essentially, "the actual place"—or, the place where work is done. Companies that use "gemba walks" believe in observing the functioning of the company in order to find areas of inefficiency. Gemba walks involve the action of going to see the actual process, understand the work, ask questions, and learn.

of “Prime Day.”³ Because of the increased customer demand on Prime Day, CVG5 was engaging in no tracking or monitoring of employee productivity of any kind, and was simply focusing on hiring enough associates to meet the increased customer demand. Amazon did not instruct any associate to “shadow” (b) (6), (b) (7)(C) for some nefarious purpose. As for the claim that an associate was placed on (b) (6), (b) (7)(C) line or near (b) (6), (b) (7)(C) this is likely true. Amazon was very busy during this time of year, and if another associate was staffed on the line near (b) (6), (b) (7)(C) it was for a legitimate business purpose and had nothing to do with (b) (6), (b) (7)(C) complaints, nor was it retaliatory. Indeed, staffing is added to balance the workload during “Peak” (that is, especially busy times of year).

Second, the “unknown (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) trainee” that (b) (6), (b) (7)(C) mentions can only be one individual. During this time, CVG5 had an (b) (6), (b) (7)(C) woman working as an (b) (6), (b) (7)(C) on a specific project for the Company. (b) (6), (b) (7)(C) only interned for the summer, and during the time in question was focusing on developing a “critical roles roster” used for organizing and tracking the important positions within the Sort Center. One task that this intern performed was an analysis of “takt times.” This is when a leader within the facility will pick associates at random to watch and see how much time it takes to move packages (essentially, how long it takes to perform job functions). None of the work conducted by Amazon’s summer intern or by anyone else during July 2016 was done in retaliation for (b) (6), (b) (7)(C) alleged protected conduct.

F. (b) (6), (b) (7)(C) Alleged Work Injury.

On or about July 22, 2016, (b) (6), (b) (7)(C) notified Amazon that (b) (6), (b) (7)(C) had suffered an alleged work injury to (b) (6), (b) (7)(C) left hand and wrist on or about April 6, 2016. The same day, (b) (6), (b) (7)(C) was given the appropriate information for beginning the process of submitting a workers’ compensation claim. (See **Exh. C – (b) (6), (b) (7)(C) Workers’ Comp. Forms.**) Amazon’s workers’ compensation claims are administered by a third-party claims administrator, Sedgwick CMS.

Working with Amazon’s safety team, (b) (6), (b) (7)(C) claims of workplace injury were investigated by viewing video footage from the date and time of alleged injury, and interviewing coworkers/witnesses who were nearby on the date and time of the alleged injury. The Company did not agree that (b) (6), (b) (7)(C) was injured as (b) (6), (b) (7)(C) claimed, and the claim for workers’ compensation was denied by Sedgwick because the administrator credited Amazon’s investigation findings. On July 27, 2016, Sedgwick notified Amazon and (b) (6), (b) (7)(C) that (b) (6), (b) (7)(C) claim had been denied. (See **Exh. D – Denial of (b) (6), (b) (7)(C) Workers’ Compensation Claim.**) On or about August 4, 2016, (b) (6), (b) (7)(C) requested that (b) (6), (b) (7)(C) be allowed to seek a second opinion regarding (b) (6), (b) (7)(C) injury, which was permitted. (b) (6), (b) (7)(C) was responsible for seeking a second opinion by August 17, 2016. However, (b) (6), (b) (7)(C)

³ “Prime Day” is a one-day-only global shopping event exclusively for Amazon’s Prime members. Amazon discounts products and provides members with exclusive access to discounts on products.

never submitted a second opinion in connection with (b) (6), (b) (7)(C) workers' compensation request. Therefore, the denial of (b) (6), (b) (7)(C) workers' compensation claim became final.

G. Amazon's Attempt to Accommodate (b) (6), (b) (7)(C) Medical Requests and (b) (6), (b) (7)(C) Leave of Absence.

In connection with pursuing (b) (6), (b) (7)(C) workers' compensation claim, (b) (6), (b) (7)(C) visited (b) (6), (b) (7)(C) at the St. Elizabeth Business Health Physicians on July 22, 2016. (See **Exh. E – Patient Visit Summary and Instructions, dated 07/22/2016.**) After this initial visit, (b) (6), (b) (7)(C) documented the following work restrictions: “Lift no more than 20 pounds with the left hand (40 pounds total). Avoid grip and twist movements.” (*Id.*)

Although (b) (6), (b) (7)(C) workers' compensation claim was denied based on a lack of credible evidence substantiating that (b) (6), (b) (7)(C) injury happened at work in the manner (b) (6), (b) (7)(C) alleged, the Company was still willing to provide (b) (6), (b) (7)(C) a reasonable accommodation for (b) (6), (b) (7)(C) work restrictions, if possible.

On July 25, 2016, Amazon's Job Safety team reviewed (b) (6), (b) (7)(C) work restrictions in order to determine whether the Company could accommodate (b) (6), (b) (7)(C) restrictions with a light duty position. (See **Exh. F – (b) (6), (b) (7)(C) Job Safety Analysis.**) Based on (b) (6), (b) (7)(C) July 22, 2016, work restrictions, (b) (6), (b) (7)(C) was fully restricted from: lifting more than 21 pounds, crawling, climbing ladders, doing “forceful grasping [or] turning such as using a packaging tape dispenser.” (*Id.*) Additionally, (b) (6), (b) (7)(C) was limited in using (b) (6), (b) (7)(C) hand for repetitive motion, and (b) (6), (b) (7)(C) was limited in (b) (6), (b) (7)(C) ability to do simple grasping or turning, such as grasping a hand scanner for scanning packages.

Reviewing all these restrictions collectively, the Job Safety team determined that there was no light duty position that (b) (6), (b) (7)(C) could perform. As discussed above, 80% of all the work done in the Sort Center involves picking up packages, scanning them, and then physically moving them to another location in the warehouse. (b) (6), (b) (7)(C) simply could not perform any of the functions of (b) (6), (b) (7)(C) job or any other job at CVG5. Further, none of the packages that are sorted in CVG5 are weight stamped. That is, there is no way to immediately and reliably identify how much a package weighs and whether each package would be within (b) (6), (b) (7)(C) weight restrictions. Therefore, the (b) (6), (b) (7)(C) determined that there were no appropriate accommodations. The recommendation of the (b) (6), (b) (7)(C) was as follows: “Taking these restrictions into account, all departments at CVG5 were reviewed and it was determined that there [are] no positions AA could safely work within (b) (6), (b) (7)(C) restrictions.” (See **Exh. F, p. 2.**)

Since (b) (6), (b) (7)(C) was not eligible for a personal leave of absence (as a part time employee), and since there were no light duty positions (b) (6), (b) (7)(C) could perform, the Company's Workers' Compensation team, working in conjunction with the Accommodation team, decided to offer (b) (6), (b) (7)(C) a leave of absence as a reasonable

accommodation for (b) (6), (b) (7)(C) temporary disability.⁴ The Accommodation team determined that (b) (6), (b) (7)(C) could be accommodated with a disability leave of absence following the denial of (b) (6), (b) (7)(C) workers' compensation claim, and (b) (6), (b) (7)(C) leave of absence was expected to run from (b) (6), (b) (7)(C), 2016 through (b) (6), (b) (7)(C), 2016.⁵

Separately, the Leave of Absence team within Amazon reviewed (b) (6), (b) (7)(C) temporary disability to determine if (b) (6), (b) (7)(C) qualified for leave under the FMLA or any other leave of absence policy. At the time (b) (6), (b) (7)(C) need for leave began, (b) (6), (b) (7)(C) had only worked for Amazon for approximately eight (8) months and had only worked 1006.63 hours. Under applicable law, an employee must work for (b) (6), (b) (7)(C) employer for 12 months and a total of 1250 hours in order to be covered by the provisions of the FMLA. See 29 C.F.R. §§ 825.110(a)(1)–(2). Therefore, the Leave of Absence team determined that (b) (6), (b) (7)(C) was not eligible for leave under the FMLA, and considered possible options given (b) (6), (b) (7)(C) work restrictions. (See **Exh. G – FMLA Denial**, dated 07/27/2016.)

On or about October 10, 2016, (b) (6), (b) (7)(C) submitted an updated notice of (b) (6), (b) (7)(C) medical condition from (b) (6), (b) (7)(C) of the Hand Surgery Specialists. (See **Exh. H – Hand Surgery Specialists Work Restriction**, dated 10/10/2016.) This updated work restriction notice states that (b) (6), (b) (7)(C) may return to work as of October 11, 2016, but that (b) (6), (b) (7)(C) work restriction requires that (b) (6), (b) (7)(C) avoid lifting more than 10 pounds. (*Id.*) Therefore, this second physician determined that (b) (6), (b) (7)(C) could lift even less in connection with performing the functions of (b) (6), (b) (7)(C) job. At this point, Amazon was still unable to offer (b) (6), (b) (7)(C) a light duty position, since (b) (6), (b) (7)(C) was not going to be able to meet even the basic requirements of the available positions since (b) (6), (b) (7)(C) was limited in (b) (6), (b) (7)(C) ability to lift, grasp or use (b) (6), (b) (7)(C) left hand. Therefore, (b) (6), (b) (7)(C) remained on a leave of absence as an accommodation for (b) (6), (b) (7)(C) temporary disability.

On January 11, 2017, (b) (6), (b) (7)(C) for the CVG Region, followed up with (b) (6), (b) (7)(C) on behalf of Amazon's Accommodation team concerning the status of (b) (6), (b) (7)(C) almost six-month leave of absence. (See **Exh. I – Accommodation Case Letter**, dated 01/11/2017.) In (b) (6), (b) (7)(C) January 11, 2017 letter, (b) (6), (b) (7)(C) clearly notes that (b) (6), (b) (7)(C) has “not submitted medical documentation since (b) (6), (b) (7)(C) last leave as accommodation approval which ended on 8/17/2016.” (b) (6), (b) (7)(C) letter goes on to state: “Based on your lack of response, it is our assumption you are no longer requesting

⁴ Given Amazon's business size, the Company has three teams that work together for administering employee leaves, disability accommodation, and workers' compensation claims. The functions of these three teams are to separately administer employee claims, but given the overlapping nature of employee requests for leave, the three teams attempt to work together to ensure that employees' leave requests are handled and monitored efficiently.

⁵ While (b) (6), (b) (7)(C) leave of absence was initially scheduled to last through August 17, 2016, and (b) (6), (b) (7)(C) did not submit updated work restriction information when (b) (6), (b) (7)(C) leave was scheduled to be over in August, the Company allowed (b) (6), (b) (7)(C) leave to continue as an accommodation for (b) (6), (b) (7)(C) disability and the Company did not terminate (b) (6), (b) (7)(C) employment.

a job accommodation, as a result we do not regard you as being disabled and you are fully able to perform all your essential job duties. Note: If you have off work during this time, you are to return to work for your next scheduled shift or we will assume you are not returning to work and we will initiate a leave of absence on your behalf, if applicable.” (*Id.*)

Even though (b) (6), (b) (7)(C) may have been confused as to the length of (b) (6) leave, at no point was (b) (6) employment terminated, which (b) (6) would have known based on the Company’s January 2017 letter. (See Exh. I.) (b) (6), (b) (7)(C) was, at all times from July 27, 2016, through the present day, considered to be on a temporary leave of absence as an accommodation for (b) (6) temporary disability. If (b) (6) was physically able, (b) (6), (b) (7)(C) could return to work tomorrow. But (b) (6) has never submitted a medical certification clearing (b) (6), (b) (7)(C) to return to work without restrictions or with restrictions for which the Company could reasonably accommodate (b) (6), (b) (7)(C).

H. Light Duty for Other Associates at CVG5.

Amazon treats all employee requests for light duty or other work accommodations in the same manner. The Company reviews the request, performs a Job Safety Analysis based on the medical certification the employee provides, and engages in the interactive process with each employee to determine if any accommodation will be possible given the employee’s work restrictions. From January 1, 2016 through August 2016, CVG5 received three requests for work accommodations, which were processed under the procedure described above. Of these three requests, the Company was unable to accommodate any work restrictions with light duty assignments.

| Employee | Date of Job Safety Assessment | Work Accommodation Recommendation | Reason for Denial of Accommodation Request |
|--------------------|-------------------------------|--|---|
| (b) (6), (b) (7) 6 | 6/15/2016 | Taking these restrictions into account, all departments at CVG5 were reviewed and it was determined that there are no positions [the associate] could safely work within [his/her] restrictions. | Associate is unable to lift above 11 lbs, unable to push or pull packages above 11 lbs, and limited in kneeling, crawling, squatting, sitting, standing, walking. No light duty positions available which the associate can perform. |
| (b) (6), (b) (7) 7 | 7/6/2016 | Taking these restrictions into account, all departments at CVG5 were reviewed and it was determined that there are no positions [the associate] could safely | Associate is limited in ability to stand, walk, climb stairs, and climb ladders. No light duty positions available which the associate can perform. |

⁶ See Exhibit J – (b) (6), (b) (7) Job Safety Analysis.

⁷ See Exhibit K – (b) (6), (b) (7) Job Safety Analysis.

| | | | |
|---------------------|----------|--|---|
| | | work within [his/her] restrictions. | |
| (b) (6), (b) (7)(C) | 8/3/2016 | Taking these restrictions into account, all departments at CVG5 were reviewed and it was determined that there are no positions [the associate] could safely work within [his/her] restrictions. | Associate is unable to lift above 21 lbs. No light duty positions available which the associate can perform. |

As discussed above, CVG5 is a Sort Center and approximately 80% of the work required of all associates involves picking up packages and maneuvering them around the facility. If an associate has a lifting restriction, the Company is not going to allow them to continue working since none of the packages are weight stamped and there is simply no way for the Company to ensure that the employee's work restrictions are met. As with (b) (6), (b) (7)(C) leave is often provided as an accommodation option for associates with lifting restrictions, since CVG5 has no light duty positions which involve no lifting at all.

I. (b) (6), (b) (7)(C) Unemployment Insurance Claim.

In approximately August 2016, (b) (6), (b) (7)(C) applied for unemployment through the State of Kentucky (since (b) (6), (b) (7)(C) place of employment is in Hebron, Kentucky). (b) (6), (b) (7)(C) claim for unemployment was denied on September 2, 2016, finding that (b) (6), (b) (7)(C) was ineligible for benefits since (b) (6), (b) (7)(C) was not unemployed. (See **Exh. M – Kentucky Unemployment Appeals Branch Referee Decision.**) Thereafter, (b) (6), (b) (7)(C) appealed the denial of unemployment benefits on September 8, 2016. The issue before the Division of Unemployment Insurance Appeals Branch Referee was: “Whether the claimant is on a voluntary leave of absence and is ineligible for benefits.” (*Id.*) After recounting the factual background of (b) (6), (b) (7)(C) claims,⁹ the Referee detailed that “[t]he claimant informed the employer of (b) (6), (b) (7)(C) restrictions, and the employer, who had no work available within the restrictions, placed the claims on a medical leave of absence until restrictions are lifted or until October 22, 2016, when the claimant's medical leave will end.” Upholding the denial of unemployment benefits, the Referee found: “DECISION: The determination is affirmed and the claimant's ineligibility is extended to the week of September 24, 2016, and will continue so long as conditions remain substantially unchanged.” (*Id.*, pp. 1–2.) Since (b) (6), (b) (7)(C) is still employed by Amazon, the conditions remain “substantially unchanged” and (b) (6), (b) (7)(C) would still not be entitled to unemployment benefits.

⁸ See Exhibit L – (b) (6), (b) (7)(C) Job Safety Analysis.

⁹ The Referee Decision lists (b) (6), (b) (7)(C) date of injury as April 16, 2016. Even though this date is different than the date provided by (b) (6), (b) (7)(C) in July when the Company began the process of reviewing (b) (6), (b) (7)(C) claim for workers' compensation, the difference has no material effect on whether the Board should dismiss this baseless charge since (b) (6), (b) (7)(C) remained employed and was granted an extended leave of absence as an accommodation for (b) (6), (b) (7)(C) temporary disability.

DISCUSSION

I. (b) (6), (b) (7)(C) SECTION 8(A)(1) AND 8(A)(3) ALLEGATIONS ARE MERITLESS.

Based on the factual record, it is clear that (b) (6), (b) (7)(C) allegations are without merit.

First, (b) (6), (b) (7)(C) was not discharged in retaliation for (b) (6), (b) (7)(C) alleged protected concerted activities. As discussed above, (b) (6), (b) (7)(C) was never discharged. (b) (6), (b) (7)(C) is still an Amazon employee, and has been a disability accommodation leave of absence for the past eight months. The Company has attempted to communicate this to (b) (6), (b) (7)(C) but (b) (6), (b) (7)(C) fails to comprehend that (b) (6), (b) (7)(C) is still employed but on a leave because the Company does not have a light duty position which (b) (6), (b) (7)(C) can fill since, based on the last work restriction notice the Company, (b) (6), (b) (7)(C) cannot lift 10 pounds or more. (See Exh. H.)

Further, (b) (6), (b) (7)(C) was not engaged in *concerted activity* within the meaning of the Act. (b) (6), (b) (7)(C) was not speaking on behalf of other employees—(b) (6), (b) (7)(C) stated that the phasing out of the Class H compensation and benefit plan affected a “very, very small group of employees, of which (b) (6), (b) (7)(C) was one.” In fact, since Amazon has received no other complaints regarding the change to the Class Q compensation and benefit plan, the Company can only assume the “very, very small group” to which (b) (6), (b) (7)(C) refers is a group of one that includes only (b) (6), (b) (7)(C). Moreover, even if (b) (6), (b) (7)(C) engaged in protected, concerted activity, Amazon provided (b) (6), (b) (7)(C) with a leave of absence for (b) (6), (b) (7)(C) temporary disability, and did not terminate (b) (6), (b) (7)(C) employment.

Second, (b) (6), (b) (7)(C) has alleged absolutely no facts regarding (b) (6), (b) (7)(C) allegation that Amazon somehow knew about alleged prior union activity. (b) (6), (b) (7)(C) certainly never discussed unions or unionizing with (b) (6), (b) (7)(C) or (b) (6), (b) (7)(C). The Company has no information or knowledge of (b) (6), (b) (7)(C) ever talking to (b) (6), (b) (7)(C) coworkers about unions. In fact, (b) (6), (b) (7)(C) does not even allege that (b) (6), (b) (7)(C) ever discussed unions or unionizing.

Third, (b) (6), (b) (7)(C) claims that Amazon interfered with, restrained or coerced (b) (6), (b) (7)(C) by engaging in surveillance or creating the impression of surveillance are completely false.

A. Amazon Never Discharged (b) (6), (b) (7)(C) and Never Engaged in Any Retaliation in Connection with Alleged Protected, Concerted Activity.

Given that Amazon is alleged to have retaliated against (b) (6), (b) (7)(C) after (b) (6), (b) (7)(C) engaged in some protected, concerted activities, the Board’s *Wright Line* test applies here. In other words, the legal question is what motivated Amazon’s allegedly discriminatory conduct: (b) (6), (b) (7)(C) asserted protected activity, or Amazon’s legitimate business conduct.

In cases concerning alleged unlawful terminations, the Board typically utilizes the legal framework established under *Wright Line*, 251 NLRB 1083 (1980), *enfd.*, 662 F.2d 899 (1st Cir. 1981), *cert. denied*, 455 U.S. 989. Under this multi-part test, first “the General Counsel must make a *prima facie* showing sufficient to support the inference that protected conduct was a ‘motivating factor’ in the employer’s decision.” *See Wal-Mart Stores, Inc.*, 352 NLRB 815, 845 (2008). Additionally, a violation necessarily depends on a causal connection between employee protected activities and an adverse employment action. *See P.W. Supermarkets Inc.*, 269 NLRB 839, 840 (1984). If this showing is made by a preponderance of the evidence, “the burden shifts to the employer to demonstrate that the same action would have taken place even in the absence of the protected conduct.” *Wal-Mart Stores*, 352 NLRB at 845; *see Cardinal Home Prods., Inc.*, 338 NLRB 1004, 1008 (2003).

Under this framework, (b) (6), (b) (7)(C) has not presented any allegations to support a *prima facie* case of unlawful termination. Further, if the limited facts presented by (b) (6), (b) (7)(C) could be construed as providing that predicate *prima facie* case, which they cannot, Amazon still had a specific, demonstrable and reasonable basis for placing (b) (6), (b) (7)(C) on a leave of absence—(b) (6), (b) (7)(C) disability which prevented (b) (6), (b) (7)(C) from performing even the basic functions of (b) (6), (b) (7)(C) job. For these reasons, the charge should be dismissed, absent withdrawal.

B. (b) (6), (b) (7)(C) Engaged in No Concerted Activity.

As a predicate matter, (b) (6), (b) (7)(C) cannot even demonstrate a *prima facie* case in support of (b) (6), (b) (7)(C) charge because (b) (6), (b) (7)(C) did not engage in any protected, concerted activity under the meaning of Section 7 of the Act.

(b) (6), (b) (7)(C) initial June 26, 2016 email stated that (b) (6), (b) (7)(C) wanted to complain about the change to the Class H compensation and benefit plan. “This note is a formal appeal for the decision which took place, somewhere (which no one will take responsibility for) **which almost uniquely effects [sic] me in our facility**, not to give Amazon Part Time Associates 6 month raises anymore. I work in Hebron @ CVG5.” (*See* Exh. B.) (Emphasis added.)

(b) (6), (b) (7)(C) raising of questions about the phasing out of the Class H compensation and benefit plan, which happened more than one year prior to (b) (6), (b) (7)(C) internal discussions with human resources, was a concern that affected a “very, very small group of people,” and does not constitute “concerted” activity or activity designed for “mutual aid or protection.” As the Board has held recently, an employee’s conduct “must be both concerted and engaged in for the purpose of ‘mutual aid or protection.’” *Fresh & Easy Neighborhood Market, Inc.*, 361 NLRB No. 12, slip op. 3 (2014). These requirements are “separate but indispensable” elements. *Id.* And both are analyzed under an objective standard. *Id.*

The Board clearly distinguishes employee communications made for their own individualized purposes from efforts to promote group action and group complaints. In *Meyers Industries*, 281 NLRB 882 (1986) (“*Meyers II*”), the Board explained that “to qualify as [concerted activity], [individual action] must appear at the very least it was engaged in with the object of initiating or inducing or preparing for group action or that it had some relation to group action in the interest of the employees.” *Id.* at 887.

For example, in *Plumbers and Pipefitters, Local 412*, 328 NLRB 1079 (1999), the Board ruled that an employee’s complaint about her pension benefits was not concerted activity. Instead, the employee was acting solely to further her own interests by complaining that she was not eligible for a particular pension plan. *Id.* at 1082–83. Thus, her conduct was not looking forward to group action or raising group complaints but was “mere talk.” *Id.*; see also *Copps Foods*, 323 NLRB 998, 1001 (1997) (employee’s statements to fellow employees that the employer intended to solicit applications for their jobs was not concerted where the employee was simply attempting to embroil her fellow employees in her individual dispute with the employer); *Alex R. Thomas & Co., Inc.*, 333 NLRB 153, 164 (2001) (finding no concerted activity where employee complained about not getting a production bonus but complaint was only for her individual benefit).

Here, as in *Plumbers and Pipefitters, Local 412*, (b) (6), (b) (7)(C) while (b) (6) was discussing benefit plans or compensation that might affect others—(b) (6) was really intending to benefit (b) (6), (b) (7)(C) own interests because (b) (6) did not benefit from the Class H benefit plan during the time that others were benefitting. (b) (6), (b) (7)(C) complaint was specifically that (b) (6), (b) (7)(C) was “uniquely affected” by not benefitting from the Class H benefit plan and automatic \$0.50 wage increase.

In order to demonstrate (b) (6) was engaged in Section 7 “concerted activity,” an employee must show that that (b) (6) complained regarding employment-related issues either with other employees or upon the “authority” of other employees. *Meyers II*, 281 NLRB at 885. (b) (6), (b) (7)(C) has failed to allege any of these required elements, and (b) (6) was not engaged in protected concerted activity.

On this basis, the Region should dismiss the charge for want of a fundamental *prima facie* element—protected, concerted activity.

C. Assuming (b) (6), (b) (7)(C) Could Prove (b) (6), (b) (7)(C) *Prima Facie* Case, Amazon Engaged in Concerted Activity Concerning (b) (6), (b) (7)(C) Disability.

Assuming for the sake of argument that a *prima facie* case was presented by the charge, which is not the case, the Company engaged in no adverse employment actions against (b) (6), (b) (7)(C). The ample evidence submitted by the Company demonstrates that (b) (6), (b) (7)(C) employment was not terminated. The Kentucky Unemployment Insurance Appeals Board’s decision independently corroborates this fact. As detailed above, (b) (6), (b) (7)(C)

was placed on a temporary leave of absence as an accommodation because (b) (6) was not eligible for workers' compensation, (b) (6) was not eligible for FMLA leave, (b) (6) was not eligible for a personal leave of absence, and (b) (6) work restrictions prevented (b) (6) from performing any light duty work.

While there may have been some confusion in terms of administering (b) (6), (b) (7)(C) leave of absence, this confusion was ultimately to (b) (6) benefit because (b) (6) employment was never terminated. If (b) (6), (b) (7)(C) work restrictions have been lifted, (b) (6) would be eligible to return to work.

Moreover, the treatment of (b) (6), (b) (7)(C) was consistent with the Company's treatment of other similarly-situated employees. In the period from January 1, 2016 through August 2016, 3 employees at CVG5 requested or needed light duty assignments. Of those employees, none of them were accommodated with light duty positions. (b) (6), (b) (7)(C) was not treated any differently than other similarly situated employees with work restrictions.

D. (b) (6), (b) (7)(C) Allegations of Surveillance Are Similarly Baseless.

(b) (6), (b) (7)(C) alleges that (b) (6) was subjected to surveillance or the "impression of surveillance" in response to "protected complaints." In fact, Amazon monitors work performance and employee efficiency as a standard operating practice. The specific time when the alleged "surveillance" could have occurred can only realistically be for the period of approximately May or June (when (b) (6), (b) (7)(C) alleges (b) (6) first spoke with (b) (6), (b) (7)(C) about the \$0.50 increase), or June 26, 2016 (when (b) (6), (b) (7)(C) made (b) (6) "Formal Appeal" to multiple human resources professionals at the Company), to July 24, 2016, when (b) (6) began (b) (6) disability leave of absence.

Therefore, there was approximately one to two months where, according to (b) (6) allegations, (b) (6) could have been subjected to surveillance. However, this time of year is extremely busy for Amazon because of Prime Day (as discussed above). The Company hired additional employees to work during this time in order to meet increased customer demand. Any new or unfamiliar employees that (b) (6), (b) (7)(C) observed near (b) (6), (b) (7)(C) during this time would have been attributable to the hiring that was done to meet increased customer needs, not monitoring of (b) (6), (b) (7)(C) work. Additionally, as discussed above, the young (b) (6), (b) (7)(C) engineer (b) (6), (b) (7)(C) alleges followed (b) (6), (b) (7)(C) around was performing a specific function and observing multiple employees around this time period. (b) (6), (b) (7)(C) was a (b) (6), (b) (7)(C), only working at Amazon for the summer, who was tasked with putting together a specific report for CVG5. (b) (6), (b) (7)(C) employee observations and analysis had nothing to do with (b) (6), (b) (7)(C) alleged protected conduct.

For all these reasons, the Company's treatment of (b) (6), (b) (7)(C) was appropriate and lawful, and the charge should be dismissed, absent withdrawal.

Eric J. Kelly
February 9, 2017
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CONCLUSION

Given the record evidence, this charge should be dismissed, absent withdrawal.

Please let us know if you have any questions or need any additional information. If additional information or evidence is provided by the Charging Party, please afford the Company an opportunity to respond to it.

Sincerely,

Michael E. Lignowski

EXHIBIT A

Exhibit A, which consists of the Amazon's Benefits Overview, is exempt from disclosure under the FOIA Exemption 4.

EXHIBIT B

From: (b) (6), (b) (7)(C) (b) (6), (b) (7)(C)
Sent: Sunday, June 26, 2016 7:30 PM
To: (b) (6), (b) (7)(C)
Cc: (b) (6), (b) (7)(C); HRC; ERC
Subject: Re: Did not receive a 6 Month Raise [Formal Policy Appeal]
Attachments: Copy of (b) (6), (b) (7)(C) cv w inauguration photo3.pdf

Hi (b) (6), (b) (7)(C)

The point that was being made was that very few part time associates, besides myself, have lasted 6 months here & so this policy really just effects a very very small group of people, of which I am one.

Again, it is my intention to **appeal the policy**, because it is very bad business, because if orientation manuals are being updated; it was never completely implemented, & because whoever put it in place would benefit from having it reviewed before Peak so that it doesn't reeks any further havoc on Operations.

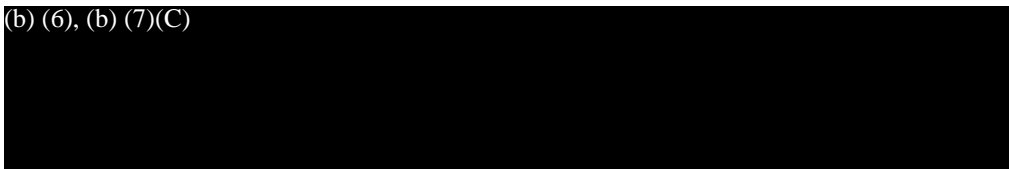
WHAT REVIEW PROCESS EXISTS @ AMAZON FOR ISSUES LIKE THIS?

It's in all of our interest that we just fix it & move on. Yes?

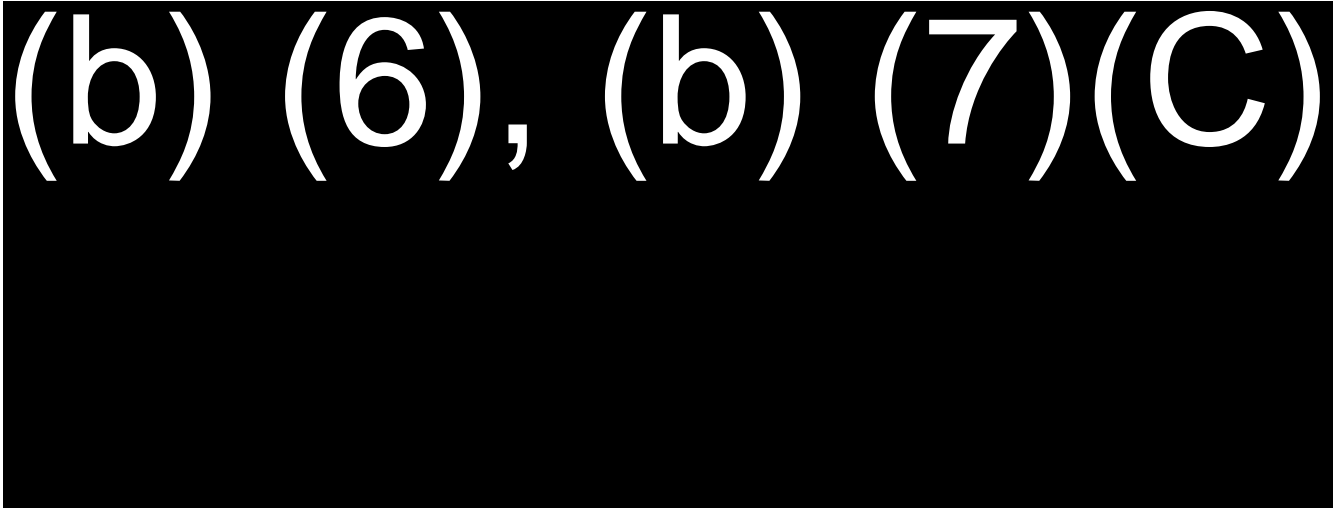
Any assistance you can provide towards these ends would be genuinely appreciated.

Sincerely,

(b) (6), (b) (7)(C)



(b) (6), (b) (7)(C)



(b) (6), (b) (7)(C)

On Sun, Jun 26, 2016 at 7:44 PM (b) (6), (b) (7)(C) (b) (6), (b) (7)(C)@amazon.com> wrote:

Hello (b) (6), (b) (7)(C),

It may be more appropriate to have a live discussion which I can ask (b) (6), (b) (7)(C) to schedule with you, (b) (6), (b) (7)(C) and myself for one of your upcoming work days. Where I am open to feedback, many of your data points are askew and it'd be pertinent to correct as to alleviate any further misconceptions.

I can assure you that all Part Time associates hired on or after April 1, 2015 were hired as Class Q Part Time associates, and on the Class Q benefit plan (if you have not received a copy of this, we can ensure you do when you are next onsite).

Again, very appreciative of your feedback and partnership in obsessing over our customers. I look forward to speaking with you.

(b) (6), (b) (7)(C)

From: (b) (6), (b) (7)(C) [mailto:(b) (6), (b) (7)(C)]

Sent: Sunday, June 26, 2016 3:25 PM

To: HRC <HRC@amazon.com>; ERC <ERC@amazon.com>; (b) (6), (b) (7)(C) (b) (6), (b) (7)(C)@amazon.com>

Cc: (b) (6), (b) (7)(C)@amazon.com>

Subject: Re: Did not receive a 6 Month Raise [Formal Policy Appeal]

(b) (6), (b) (7)(C) *besides myself has any other part time associate passed their 6 month period & not gotten a raise @ CVG5 because of this new policy? If so how many? I haven't see anyone still here that I was hired with in weeks,, H*

On Sun, Jun 26, 2016 at 5:46 PM (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) wrote:

Good Evening (b) (6), (b) (7)(C) [& Amazon (b) (6), (b) (7)(C) & also (b) (6), (b) (7)(C)],

Thank you for your prompt reply & the option you suggested of looking at employment elsewhere in Amazon for more \$. The policy you are promoting however is bad business, this facility, CVG5, has an attrition rate of 10% **PER WEEK*** & **you can't afford to lose another single good person.**

*..a 10% attrition rate per week is the equivalent of losing your entire labor force more than 5 times each year. It is a recipe for mediocrity. Attrition generally should be measured yearly. If attrition in our business is this bad company wide it would put us in the company of the worst managed businesses in the world.

A better metric to look would be the Correlation & Effect of Salary on Attrition. Amazon has 50 sort centers a Regression Analysis looking at the Correlation & Effect of Salary on Attrition would provide information about the % of Attrition attributed to the relative salary level in each of our markets as well as the percent reduction in Attrition which corresponds to a 1% increase in pay-- both useful metrics for the challenges we face, specifically, in maintaining great people & building great teams.

In the best Amazon tradition, again, I formally appeal the decision which took place not to give Amazon Part Time Associates 6 month raises **anymore**. An important part of team building is being able to maintain your best people. You can't do that if they have to look elsewhere for more \$. I have worked hard these past 7 months to help turn this facility around. Not receiving a 6 month pay increase which other Amazon Associates receive here, *including temporary workers*, is disillusioning. *Of additional note, this was a benefit of mine described to me during my orientation, to which there seems to be much confusion among management.*

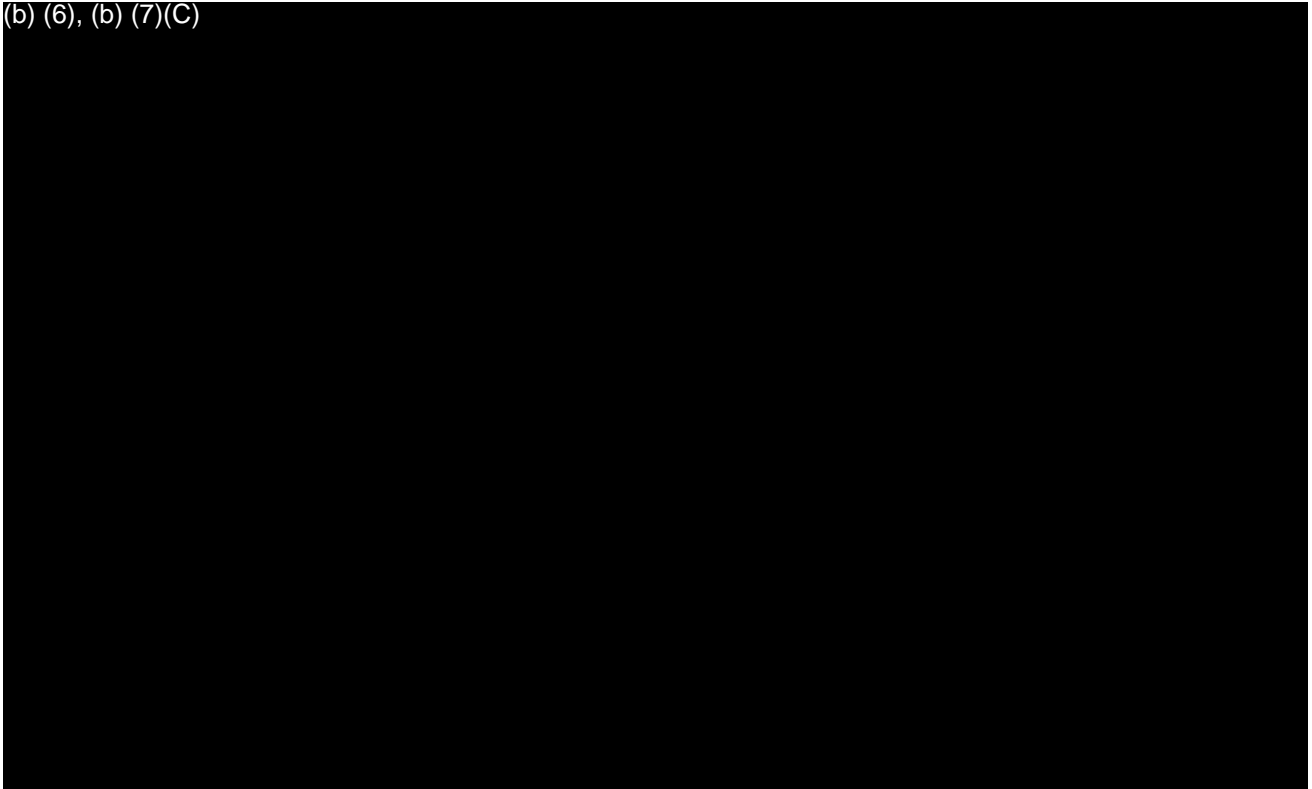
On a related note, I like the Management team in this facility. You have some very good people here.

Any assistance any of you can provide in this matter is genuinely appreciated.

Sincerely,

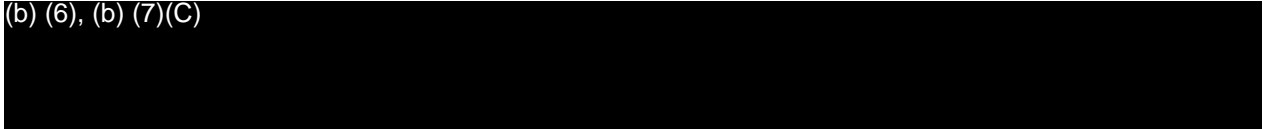
(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)



...

(b) (6), (b) (7)(C)



On Sun, Jun 26, 2016 at 3:43 PM, (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) [@amazon.com](mailto:(b) (6), (b) (7)(C)@amazon.com)> wrote:

Good Afternoon (b) (6), (b) (7)(C),

Thank you for reaching out. My name is (b) (6), (b) (7)(C) one of Amazon's (b) (6), (b) (7)(C) and I help support the CVG5 building. I am in receipt of your email below and would like to apologize for any misinformation provided to you upfront. I will be working with CVG5 to ensure they are / have been using the most recent training materials and handouts.

Amazon moved its part time workforce to a new benefit structure on April 1, 2015 – several months before you started your journey with us. With this restructure, the 6 month step plan went away, but in its place, all newly hired associates would be brought in at the 12 month step rate. So instead of starting at \$11.75 where all associates started prior to April 1, 2015, you came in at the 12 month, \$1 increase which is \$12.75.

This is the rate our compensation team has determined to be appropriate and competitive in the local market. Though there will no longer be a step plan for our part time associates – this rate will be reviewed annually to remain competitive and if necessary will be adjusted in an annual “across-the-board” increase.

Our full time roles in the nearby fulfillment centers may have a benefit package that better coincides with what you are looking for. If you are interested in pursuing a full time role, please stop by the HR desk at CVG5 and see (b) (6), (b) (7)(C) or (b) (6), (b) (7)(C) and they can help get the transfer request underway.

If you have any further questions, please feel free to reach out.

Kind regards,

(b) (6), (b) (7)(C)

From: (b) (6), (b) (7)(C) [mailto:(b) (6), (b) (7)(C)]
Sent: Sunday, June 26, 2016 00:34
To: HRC <HRC@amazon.com>; ERC <ERC@amazon.com>
Cc: (b) (6), (b) (7)(C) @amazon.com>
Subject: Did not receive a 6 Month Raise [Formal Policy Appeal]

Good Morning Amazon Corporate Human Resources, [Attention Amazon (b) (6), (b) (7)(C) & also (b) (6), (b) (7)(C)]

I hope you are well.

This note is a **formal appeal** for the decision which took place, somewhere (which no one will take responsibility for) which almost uniquely effects me in our facility, not to give Amazon Part Time Associates 6 month raises **anymore**. I work in Hebron @ CVG5.


An important part of team building is being able to maintain your best people. You can't do that if they have to look elsewhere for more \$. I have worked hard these past 7 months to help turn this facility around. Not receiving a 6 month pay increase which other Amazon Associates receive here, *including temporary workers*, is disillusioning. *Of additional note, this was a benefit of mine described to me during my orientation, to which there seems to be much confusion among management.*

On a related note, I like the Management team in this facility. You have some very good people here.

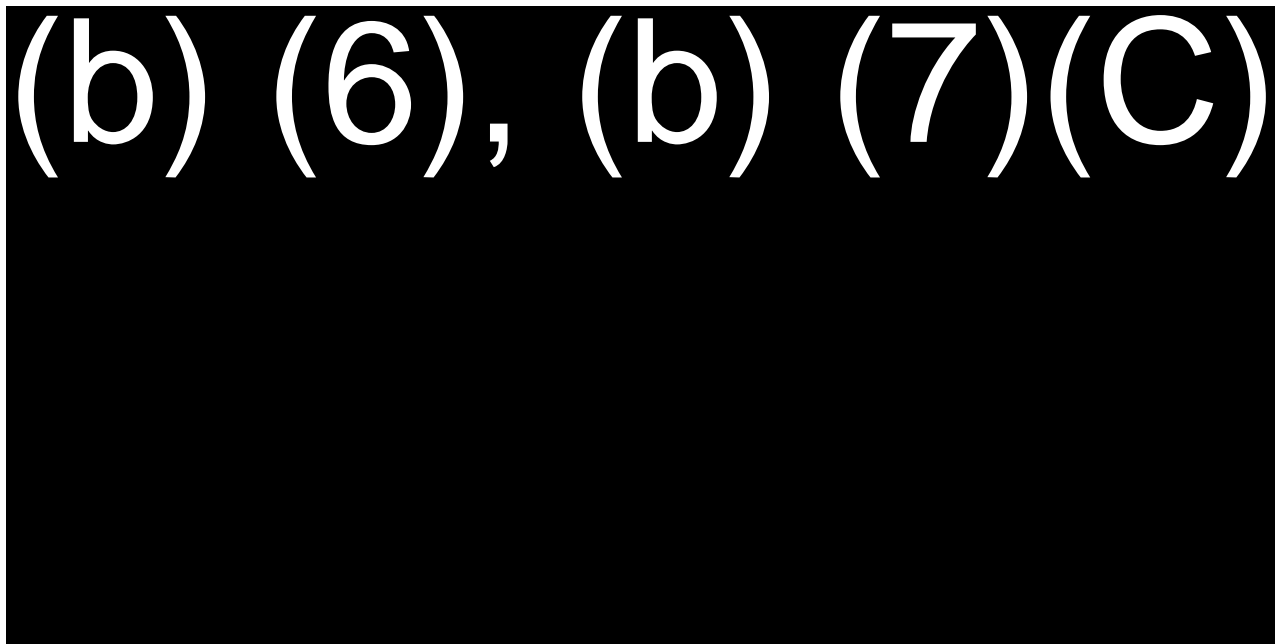
Any assistance you can provide in this matter is genuinely appreciated.

Sincerely,

(b) (6), (b) (7)(C)

A black rectangular redaction box covering the signature area.

(b) (6), (b) (7)(C)

A large black rectangular redaction box covering the signature area.

(b) (6), (b) (7)(C)

...

(b) (6), (b) (7)(C)

EXHIBIT C

External Occupational Communication Form

INCIDENT DETAILS & CARE PROVIDED

Associate Name: (b) (6), (b) (7)(C)
Date of Injury: 4/6/2016
Complaint: pain in left thumb/wrist area
Mechanism of Injury: Setting oversize box on conveyor
Job Function at Time of Injury: n/a
Number of AMCARE Treatments: 2-3
Treatment Provided by AMCARE: Ice

Pain Level at Start of Care: 5 /10

Current Pain Level: 5 /10

OMR Name: (b) (6), (b) (7)(C)

Date:

The following documents should also be provided:

1. Authorization for Initial Medical Evaluation
2. First Report of Injury (FROI)
3. All related OHM notes (Documentation of care provided at the facility)
4. Copy of the RMI

Confidentiality Notice: The information contained in this document is confidential. The message is intended for the sole use of the individual or entity to which it is addressed. If you are not the intended recipient, you are notified that any use, distribution or copying of the message is strictly prohibited and may subject you to criminal or civil penalties. If you received this transmission in error, please contact the sender immediately by replying and delete the material from any computer.

COMMONWEALTH OF KENTUCKY
DEPARTMENT OF WORKERS' CLAIMS
Notice of Designated Physician

Claim No: _____

FORM 113

Designation of Physician

Revised 03-12-03

2 PAGES

Name

(b) (6), (b) (7)(C)

Social Security Number

(b) (6), (b) (7)(C)

Address

(b) (6), (b) (7)(C)

City, State, Zip

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

Date of Birth

(b) (6), (b) (7)(C)

Phone Number

(b) (6), (b) (7)(C)

Employer at Time of Injury or Last Exposure:

AMAZON FULFILLMENT

1050 South Columbia Avenue

Campbellsville, Kentucky 42718

Nature of Injury or Occupational Disease: *pain in left thumb/wrist area*

Date of Injury or Last Exposure *4/6/2016*

First Designated Physician: *St. Elizabeth Business Health Physicians*

Practice Name: *St. Elizabeth Business Health*

Address: *2200 Conner Road, Hebron, KY 41048*

Phone:

Accepted by: _____

MEDICAL INFORMATION RELEASE:

I hereby waive any privilege I may have to restrict the release of information or written material reasonably related to the work related injury/disease for which I have sought treatment and I consent to the release of this information or written material to the medical payment obligor, my employer, Special Fund, Uninsured Employers' Fund or attorneys representing me or any of the parties named above.

Date: *July 22, 2016* Employee Signature: _____

(b) (6), (b) (7)(C)

MEDICAL PAYMENT OBLIGOR:

SEDGWICK CMS

P.O Box 14484

Lexington, Kentucky 40512

Phone: 865-583-8330

Representative: Melinda Jennings

This form identifies the designated physician and must be returned to the medical payment obligor within ten (10) days after the treatment begins. An identification card will be provided to the employee and that card should be presented when medical treatment.

REDACTED AND CONFIDENTIAL

**COMMONWEALTH OF KENTUCKY
DEPARTMENT OF WORKERS' CLAIMS**

Claim No: _____

FORM 106
Adopted July 2003

2 PAGES

I, **(b) (6), (b) (7)(C)** having filed a claim for workers' compensation benefits, do hereby waive any physician-patient, psychiatrist-patient, or chiropractor-patient privilege I may have and hereby authorize any health care provider to furnish to myself, my attorney, my employer, its workers' compensation carrier or its agent, the Division of Workers' Compensation Funds, The Uninsured Employers' Fund or Administrative Law Judge any information or written material reasonably related to my work-related injury occurring on or about 4/6/2016 . Any medical information relevant to the claim including past history of complaints of, or

treatment of, a condition similar to that presented in this claim or other conditions related to the same body part.

Such information is being disclosed to the purpose of facilitating my claim for Kentucky Workers' Compensation benefits.

I understand I have the right to revoke this authorization in writing at any time, by sending written notification to each individual health care provider, but such revocation will not have any effect on actions taken prior to revocation. Moreover, inasmuch as KRS 342.020(8) requires a medical waiver to be executed, revocation may result in suspension or delay of the workers' compensation claim.

I understand that no medical provider may condition treatment or payment on whether I sign this medical waiver, however, I further understand that failure to sign this medical waiver may result in suspension or delay of the workers' compensation claim.

I understand that the information used or disclosed pursuant to this medical waiver may be subject to re-disclosure by the recipient.

This authorization shall remain valid for 180 days following its execution. A photocopy of the authorization may be accepted in lieu of the original.

The authorization includes, but is not restricted to, a right to review and obtain all copies of all records, x-rays, x-ray reports, medical charts ,prescriptions, diagnoses, options and courses of treatment.

Signed at Amazon Fulfillment, Campbellsville, Kentucky, this date

(b) (6), (b) (7)(C)

Signature of Patient or Personal Representative: _____

Social Security Number: _____

(b) (6), (b) (7)(C)

Description of Personal Representative's Authority: _____

Witness Signature: _____

AUTHORIZATION FOR INITIAL MEDICAL EVALUATION

Name (b) (6), (b) (7)(C)

Date of Birth (b) (6), (b) (7)(C)

Social Security No.

(b) (6), (b) (7)(C)

Date of Injury 4/6/2016

Time of Injury unknown

Date Reported 7/22/2016

Time Reported 07/22/2016

Appointment Date: 7/22/2016

Appointment Time:

Nature of Injury or Occupational Disease: *pain in left thumb/wrist area*

ORGANIZATION AUTHORIZED TO PROVIDE INITIAL MEDICAL EVALUATION:

Provider Name: *St. Elizabeth Business Health*

Address: *2200 Conner Road, Hebron, KY 41048*

Phone:

AMAZON CONTACT INFORMATION

Workers' Compensation Specialist

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

AMCARE Representative

(b) (6), (b) (7)(C)

(b) (6), (b) (7)

(b) (6)

(b) (6)

AMAZON FULFILLMENT PERSONNEL AUTHORIZING INITIAL MEDICAL EVALUATION:

Name: (b) (6), (b) (7)(C) (b) (6), (b) (7)(C)

Signature: (b) (6), (b) (7)(C)

Date: 7-22-16

Written Notice of Employee Right to Choose His / Her Physician

The employee may chose the treating physician and can change that selection one time, no questions asked. Employees must notify the employer of the physician choice. Amazon does have a "preferred" provider, and we may be able to get you an appointment more quickly, but you, the employee still have the right to choose. Employees should ask the treating physicians to promptly report their status to the employer and insurance carrier. Prompt reporting speeds payment of benefits and helps employers and physicians in assisting employees to return to work.

Maintaining Open Lines of Communication

In addition to promptly reporting injuries and medical status to your employer, employees should keep lines of communication with the employer open after every appointment attended. Please return all paper work to your HR contact after every appointment.

Associate Responsibilities Regarding Work Related Injuries

Any associate who has a work related injury is expected to follow their treatment plan and work restrictions. Compliance with work restrictions also includes observing these limits when you are not at work. In addition, we expect you to timely and consistently communicate and cooperate with representatives from Amazon, Amazon's Workers' Compensation Claims Representative and others who are involved in your recovery and return to work. Any changes in your health condition, your ability to work and your treatment plan should be communicated to your Manager, AMCARE and your Workers' compensation specialist so that we can work with you to d (b) (6), (b) (7)(C)

Signature: _____

(b) (6), (b) (7)(C)

Date: _____

Printed Name: _____, 7)(C)

EXHIBIT D

Sedgwick Claims Management Services, Inc.
P O Box 14484
LEXINGTON, KY 40512-4484



Phone: (865)583-8325
Fax: (865)583-8310

July 27, 2016

(b) (6), (b) (7)(C)

RE: Employee: (b) (6), (b) (7)(C)
 Employer: Amazon.com
 Date of Injury: 02/28/2016
 Claim Number: (b) (6), (b) (7)(C)

Dear (b) (6), (b) (7)(C) :

Sedgwick Claims Management Services administers Workers' Compensation claims on behalf of Amazon.Com, Inc..

After careful consideration of all available information, it is our opinion that your claim for Workers' Compensation benefits is not compensable.

Sincerely,
Sedgwick Claims Management Services, Inc.

(b) (6), (b) (7)(C)

[Redacted signature]

[Redacted email address]@sedgwickcms.com

cc:

(b) (6), (b) (7)(C)

EXHIBIT E

Patient Visit Summary and Instructions

St Elizabeth Business Health - Hebron
2200 Conner Road
Hebron, KY 41048
859-344-2030

| | | | | |
|--|--|---|-----------------------|--------------------|
| PATIENT LAST NAME (b) (6), (b) (7)(C) | | PATIENT FIRST NAME (b) (6), (b) (7)(C) | AGE (b) (6) | GENDER U |
| DATE OF TREATMENT 07/22/2016 | DATE OF INJURY OR ILLNESS 04/06/2016 | PRACTITIONER'S NAME (b) (6), (b) (7)(C) | | |
| PATIENT'S DESCRIPTION OF PROBLEM CHIEF COMPLAINT: Patient wrote:"I was reaching over a conveyor to put an oversize box on the lone. Left wrist and thumb." | | | | |
| DIAGNOSIS DIAGNOSIS: 1. Wrist sprain, left (S63.502A). 2. Left DeQuervain's tenosyovitis (M65.4). | | | | |
| MEDICATIONS PRESCRIBED | | | | |
| WORK OR ACTIVITY RESTRICTIONS WORK CAPACITY (b) (6), (b) (7)(C) work status is restricted duty (b) (6), (b) (7)(C) should wear the wrist splint when working, driving and sleeping. Lift no more than 20 pounds with the left hand (40 pounds total). Avoid grip and twist movements. | | | | |
| AFTERCARE INSTRUCTIONS AFTERCARE INSTRUCTIONS: Splint. Ice. Restrictions. Revisit in 6 days to assess initial progress. (b) (6), (b) (7)(C) understands to revisit sooner that the next scheduled appointment if there are any questions, problems or concerns. | | | | |
| CONFIDENTIAL | | | | |

TREATMENT RENDERED

MEDICAL DECISION MAKING:

The clinical anatomy of this injury was reviewed with (b) (6), (b) (7)(C) in layman's terms and (b) (6), (b) (7)(C) expresses understanding.

The use of ice was explained.

Provided with a wrist splint with thumb abductor for protection of the wrist and thumb tendons.

(b) (6), (b) (7)(C) indicates that (b) (6), (b) (7)(C) is planning to follow-up with (b) (6), (b) (7)(C) orthopedist at Beacon Orthopedics.

MEDICAL CAUSATION

MEDICAL CAUSATION: The cause of this problem is not certain at this time.

NEXT APPOINTMENTS

07/28/2016 3:40 pm

Work Comp Injury Recheck

(b) (6), (b) (7)(C)

Hebron

PATIENT

I received this information and was given the opportunity to ask questions about my care.

(b) (6), (b) (7)(C)

STAFF MEMBER

I reviewed this information with the patient. The patient verbalized understanding.

(b) (6), (b) (7)(C)



Health Care Provider Request for Medical Information (RMI)

NOTE TO EMPLOYEE: You must provide a copy of this completed report to the HR LOA Team by ___/___/___

SECTION I: COMPLETED BY THE EMPLOYEE/PATIENT

| | | |
|--------------------------------|------------------------|---|
| Employee Name (Please Print): | Employee Phone Number: | Date Injury/Illness Commenced: 4-10-16 |
| HR Contact Name / Phone Number | Scan/Email | Fax Number (toll-free) |

The Genetic Nondiscrimination Act of 2008 (GINA) prohibits employers and other entities covered by GINA Title II from requesting, or requiring genetic information of an individual or family member of the individual, except as specifically allowed by this law. To comply with this law, we are asking that you not provide any genetic information when responding to this request for medical information. "Genetic information," as defined by GINA, includes an individual's family medical history, the results of an individual's or family member's genetic tests, the fact that an individual or an individual's family member sought or received genetic services, and genetic information of a fetus carried by an individual or an individual's family member or an embryo lawfully held by an individual or family member receiving assistive reproductive services.

SECTION II: COMPLETED BY THE HEALTH CARE PROVIDER

| | | |
|--|--|--|
| (b) (6), (b) (7)(C) | | Date of Examination (month/day/year): 7-22-16 |
| Identify the injury or illness for which treatment is sought: (b) (6), (b) (7)(C) | | |
| Approximate beginning date of the period of incapacity: | Approximate end date of the period of incapacity: | |
| <input type="checkbox"/> Work-Related <input type="checkbox"/> Not Work-Related <input checked="" type="checkbox"/> Undetermined <input type="checkbox"/> Pre-Existing Injury/Illness <input checked="" type="checkbox"/> New Injury/Illness <input type="checkbox"/> Undetermined | | |
| Was medication, other than over-the-counter medication prescribed? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | If the patient will be under the influence of the medication during working hours, please describe side effects that could impair the patient's ability to work: | |
| Will additional treatments be required? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | If Yes, please provide a description of the general type of treatment you anticipate: Pain | |
| Does this condition substantially limit the patient's ability to perform major life activities? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | If Yes, please identify the major life activity (or activities) affected, and describe how the condition substantially limits that major life activity: L and left hand lift, grasp, turn | |

SELECT ONE (1) OPTION:

| | | |
|--|---|---------------------|
| <input type="checkbox"/> UNABLE TO RETURN TO WORK: Please note: If you check this box, Amazon will require an additional update before the employee is released. | Estimated Return to Work Date: | Date of Next Visit: |
| EMPLOYEE CAN RETURN TO WORK: | Date Employee is Released to Return to Work Without Restrictions: | |
| <input type="checkbox"/> WITHOUT WORK RESTRICTIONS Please complete page 1 only | → | |
| <input checked="" type="checkbox"/> WITH WORK RESTRICTIONS Please complete page 2 AND indicate how long the restrictions are in place. | → 7/22/16 | |
| Date Employee is Released to Return to Work With Restrictions: | | |

SECTION III: HEALTH CARE PROVIDER SIGNATURE AND CONTACT INFORMATION

| | |
|---|--|
| Health Care Provider's Name/Title (Print): (b) (6), (b) (7)(C) | Address: (b) (6), (b) (7)(C) |
| Date: 7-22-16 | City, State, ZIP: (b) (6), (b) (7)(C) |
| | Phone: (b) (6), (b) (7)(C) |
| | Fax: (b) (6), (b) (7)(C) |

CONFIDENTIAL

Employee Name (Please Print):

(b) (6), (b) (7)(C)

Hours worked per shift:

SECTION IV: WORK RESTRICTIONS

| Ability of Patient: (percentages indicate the proportion of the patient's shift the patient can perform the function) | | Fully Restricted | 25% | 50% | 75% | Not Restricted | If Temporary Restricted Until? | Permanent |
|--|---|-------------------------------------|-------------------------------------|-------------------------------------|-------------------------------------|-------------------------------------|--------------------------------|--------------------------|
| 1 | a. Lift up to 5 lbs. (circle one) Left, Right, Both | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | | <input type="checkbox"/> |
| | b. Lift 5 – 10 lbs. L, R, B | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | | <input type="checkbox"/> |
| | c. Lift 11 – 20 lbs. L, R, B | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | | <input type="checkbox"/> |
| | d. Lift 21 – 30 lbs. L, R, B | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | | <input type="checkbox"/> |
| | e. Lift 31 – 50 lbs. L, R, B | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | | <input type="checkbox"/> |
| 2 | a. Push/Pull up to 5 lbs. L, R, B | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | | <input type="checkbox"/> |
| | b. Push/Pull 5 – 10 lbs. L, R, B | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | | <input type="checkbox"/> |
| | c. Push/Pull 11 – 20 lbs. L, R, B | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | | <input type="checkbox"/> |
| | d. Push/Pull 21 – 30 lbs. L, R, B | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | | <input type="checkbox"/> |
| | e. Push/Pull 31 – 50 lbs. L, R, B | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | | <input type="checkbox"/> |
| 3 | a. Overhead Reach L, R, B | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | | <input type="checkbox"/> |
| | b. At Shoulder Reach L, R, B | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | | <input type="checkbox"/> |
| | c. Below Shoulder Reach L, R, B | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | | <input type="checkbox"/> |
| | d. Rotation of Head/Neck | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | | <input type="checkbox"/> |
| 4 | a. Bend/twist | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | | <input type="checkbox"/> |
| | b. Kneel | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | | <input type="checkbox"/> |
| | c. Crawl | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | | <input type="checkbox"/> |
| | d. Squat | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | | <input type="checkbox"/> |
| 5 | a. Sit | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | | <input type="checkbox"/> |
| | b. Stand | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | | <input type="checkbox"/> |
| | c. Walk | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | | <input type="checkbox"/> |
| | d. Climb stairs | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | | <input type="checkbox"/> |
| | e. Climb ladders | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | | <input type="checkbox"/> |
| 6 | a. Use hands for repetitive motion L, R, B | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | | <input type="checkbox"/> |
| | b. Do simple grasping, turning such as grasping hand scanner (<15 inch-pounds) L, R, B | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | | <input type="checkbox"/> |
| | c. Do forceful grasping, turning such as using a packaging tape dispenser (>15 inch-pounds) L, R, B | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | | <input type="checkbox"/> |
| 7 | a. See | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | | <input type="checkbox"/> |
| | b. Hear | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | | <input type="checkbox"/> |
| | c. Talk | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | | <input type="checkbox"/> |

8 Can the patient work more than 40 hours within a week? ☐ YES ☒ NO
 If no, please indicate the number of hours the patient can work: _____ hours/day 42 hours/week

9 Can the patient drive commercial machinery such as a delivery van, forklift, reach truck, scissor lift or truck? ☐ YES ☒ NO

10 Does the patient have any work restrictions related to a psychological or mental condition? ☐ YES ☒ NO

11 Please describe any other recommended work restrictions or temporary work accommodations, whether related to the patient's mental or physical condition, medication, or treatment considerations:

SECTION V: ADDITIONAL TREATMENT CONSIDERATIONS (check and describe if applicable)

☒ Splint/Brace ☐ Crutches
☐ Neck/Lumbar Support

Location and description of device (soft or hard, open toe or closed toed boot, arm, wrist, etc.):

☐ Heat ☐ Ice
☐ Elevate ☐ Physical Therapy

Duration and frequency:

EXHIBIT F



Job Safety Analysis

CVG5

Name:

Area Manager- **Schneider**

Work Accommodation Analysis –

(b) (6), (b) (7)(C)

Date: **7/25/2016**

Introduction:

The above named associate has presented medical documentation, with the following restrictions:

| Ability of Patient | L,R,B | Fully Restricted | 25% | 50% | 75% | Not Restricted | Additional Notes |
|--|-------|------------------|-----|-----|-----|----------------|---------------------------|
| 1 a Lift up to 5 lbs | Left | | | | | x | |
| b Lift 5 - 10 lbs | Left | | | | | x | |
| c Lift 11 - 20 lbs | Left | | | | | x | |
| d Lift 21 - 30 lbs | Left | x | | | | | |
| e Lift 31 - 50 lbs | Left | x | | | | | |
| 2 a Push/Pull up to 5 lbs | Left | | | | | x | |
| b Push/Pull 5 - 10 lbs | Left | | | | | x | |
| c Push/Pull 11 - 20 lbs | Left | | | | | x | |
| d Push/Pull 21 - 30 lbs | Left | | | | | x | |
| e Push/Pull 31 - 50 lbs | Left | | | | x | | |
| 3 a Overhead Reach | Left | | | | | x | |
| b At Shoulder Reach | Left | | | | | x | |
| c Below Shoulder Reach | Left | | | | | x | |
| d Rotation of Head/Neck | | | | | | x | |
| 4 a Bend/twist | | | | | | x | |
| b Kneel | | | | | | x | |
| c Crawl | | x | | | | | |
| d Squat | | | | x | | | |
| 5 a Sit | | | | | | x | |
| b Stand | | | | | | x | |
| c Walk | | | | | | x | |
| d Climb stairs | | | | | | x | |
| e Climb Ladders | | x | | | | | |
| 6 a Use hands for repetitive motion | Left | | x | | | | |
| b Do simple grasping, turning such as grasping hand scanner (<15 inch-pounds) | Left | | | x | | | |
| c Do forceful grasping, turning such as using a packaging tape dispenser (> 15 inch-pounds) | Left | x | | | | | |
| 7 a See | | | | | | | |
| b Hear | | | | | | | |
| c Talk | | | | | | | |
| 8 Can the patient work more than 40 hours within a week? | | | | | | Yes | No x |
| If no, please indicate the number of hours the patient can work: | | | | | | hours/day | 40 hours/week |
| 9 Can the patient drive commercial machinery such as a forklift, reach truck, scissor lift or truck? | | | | | | Yes | No x |
| 10 Does the patient have any work restrictions related to a psychological or mental condition? | | | | | | Yes | No x |
| 11 Please describe any other recommended work restrictions or temporary work accommodations, whether related to the patient's mental or physical condition, medication, or treatment considerations: | | | | | | | |
| | | | | | | | Wear splint while at work |

Taking these restrictions into account, **All Departments** at CVG 5 were reviewed to determine if there are any positions, in which this assoicate could safely work.

CONFIDENTIAL



Job Safety Analysis

CVG5

Name:

Work Accommodation Analysis –

Date:

Review and Analysis

| Results Of Job Safety Analysis | Overall Finding | Lift up to 5 lbs. | Lift 5 - 10 lbs. | Lift 11 - 20 lbs. | Lift 21 - 30 lbs. | Lift 31 - 50 lbs. | Push/Pullup to 5 lbs | Push/Pull5 - 10 lbs | Push/Pull11 - 20 lbs | Push/Pull21 - 30 lbs | Push/Pull31 - 50 lbs | Overhead Reach | At Shoulder Reach | Below Shoulder Reach | Rotate Head / Neck | Bend/Twist | Kneel | Crawl | Squat | Sit | | | Walk | Climb Stairs | Climb Ladders | Repet. Motion | Simple Grasping | Forceful Grasping | See | Hear | Talk | Work > 40 Hours | Drive PTT |
|--------------------------------------|-----------------|-------------------|------------------|-------------------|-------------------|-------------------|----------------------|---------------------|----------------------|----------------------|----------------------|----------------|-------------------|----------------------|--------------------|------------|-------|-------|-------|-----|---|---|------|--------------|---------------|---------------|-----------------|-------------------|-----|------|------|-----------------|-----------|
| | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Pallet Build Splitter | N | Y | Y | Y | N | N | Y | Y | Y | Y | Y | Y | Y | Y | Y | Y | Y | Y | Y | Y | Y | Y | Y | Y | N | N | N | Y | Y | Y | Y | Y | Y |
| Pallet Build Building Pallets | N | Y | Y | Y | N | N | Y | Y | Y | Y | Y | Y | Y | Y | Y | Y | Y | Y | Y | Y | Y | Y | Y | Y | N | Y | N | Y | N | Y | Y | Y | Y |
| Inbound Unloading Trailers | N | Y | Y | Y | N | N | Y | Y | Y | Y | Y | Y | Y | Y | Y | Y | Y | Y | Y | Y | Y | Y | Y | N | N | Y | N | Y | Y | Y | Y | Y | Y |
| Fluid Load Loading Trailers | N | Y | Y | Y | N | N | Y | Y | Y | Y | Y | Y | Y | Y | Y | Y | Y | Y | Y | Y | Y | Y | Y | N | N | Y | N | Y | Y | Y | Y | Y | Y |
| Pallet Build Waterspider | N | Y | Y | Y | N | N | Y | Y | Y | Y | Y | Y | Y | Y | Y | Y | Y | Y | Y | Y | Y | Y | Y | Y | N | N | N | N | Y | Y | Y | Y | Y |
| PIT | N | Y | Y | Y | N | N | Y | Y | Y | Y | Y | Y | Y | Y | Y | Y | Y | Y | Y | Y | Y | Y | Y | Y | N | N | N | N | Y | Y | Y | Y | Y |
| Flat Sort Dumper | N | Y | Y | Y | N | N | Y | Y | Y | Y | Y | Y | Y | Y | Y | Y | Y | Y | Y | Y | Y | Y | Y | N | N | N | N | Y | Y | Y | Y | Y | Y |
| Flat Sort Induct | N | Y | Y | Y | N | N | Y | Y | Y | Y | Y | Y | Y | Y | Y | Y | Y | Y | Y | Y | Y | Y | Y | Y | Y | N | Y | Y | Y | Y | Y | Y | Y |
| Flat Sort Sorter | N | Y | Y | Y | N | N | Y | Y | Y | Y | Y | Y | Y | Y | Y | Y | Y | Y | Y | Y | Y | Y | Y | Y | Y | Y | Y | Y | Y | Y | Y | Y | Y |
| Flat Sort Water Spider | N | Y | Y | Y | N | N | Y | Y | Y | Y | Y | Y | Y | Y | Y | Y | Y | Y | Y | Y | Y | Y | Y | Y | Y | Y | Y | Y | Y | Y | Y | Y | Y |

Recommendations:

Taking these restrictions into account, all departments at CVG5 were reviewed and it was determined that there is no positions AA could safely work within their restrictions

Sr Ops Manager Signature:

Sr Ops Manager name:

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

Adriaan De Villiers

CVG5

CONFIDENTIAL

EXHIBIT G

PO BOX 563937
CHARLOTTE, NC 28256-3937



(b) (6), (b) (7)(C)

Any claim adjustment described above for Amazon and its affiliates is performed by Aon Hewitt Absence Management, LLC ("AHAM"), a licensed, third-party administrator. AHAM is a wholly owned subsidiary of Hewitt Associates, LLC and is licensed or registered as "Aon Hewitt Absence Management, LLC" in the following states: AZ, AR, CT, FL, GA, ID, IL, IN, IA, KY, ME, MD, MA, MI, MN, MS, MO, MT, NE, NH, NM, NC, ND, OH, OK, PA, RI, SC, SD, TX, UT, WV and WI. In CA, AHAM does business as "Aon Hewitt Absence Management Administrator, LLC" and in NY as "DMA Claim Services, LLC."



July 27, 2016

(b) (6), (b) (7)(C)
(b) (6), (b) (7)(C)

Case #: (b) (6), (b) (7)(C)

Re: Notice of Denial of Continuous Leave

This letter is to inform you that, according to our records, you are not eligible for leave under the federal Family and Medical Leave Act (FMLA) for your requested continuous leave for Own Health Condition beginning 07/27/2016 because:

- You have not worked for Amazon for at least 12 months and 1250 hours immediately preceding your leave.

If you do not think that you can work or if you require an accommodation, please contact the Leave of Absence and Accommodations (LOAA) team.

For information about other types of leave that may be available to you, contact the Leave of Absence and Accommodations (LOAA) team at 1-888-892-7180, option 1.

Claim Status Summary

The below chart provides a summary status of all covered plans associated with your absence.

| Plan Name | Decision Status | Decision Date | From | Through | Denial Effective Date |
|------------------------------|-----------------|---------------|------|---------|-----------------------|
| Family and Medical Leave Act | Denied | 07/27/2016 | | | 07/27/2016 |

For More Information

If you have any questions about your claim, contact the Leave of Absence and Accommodations (LOAA) team at 1-888-892-7180, option 1. Representatives are available 5:00 a.m. and 5:00 p.m. Pacific time Monday through Friday.

EXHIBIT H

Hand Surgery Specialists10700 Montgomery Road, Suite 150
Cincinnati Ohio 45242 (513) 961-4263**(b) (6), (b) (7)(C)**Patient: **(b) (6), (b) (7)(C)**

Examined On: 10/10/2016

Diagnosis: **De Quervain's tenosynovitis, left****RETURN TO WORK:**

- ☐ May not return to work or school in any capacity at this time
☐ May return to work or school without restrictions on (Date) _____
☒ May return to work or school with restrictions below on (Date) 10-11-16
☐ May return to work or school without restrictions (Date) _____ (Estimated)
☐ May return to work or school with restrictions (Date) _____ (Estimated)

Restrictions:

- ☐ No use of injured hand
☐ May use injured hand assisting on light tasks
☐ No work at above shoulder level with injured hand
☐ Anesthetic skin precautions: (Avoid hot/sharp objects)
☐ Avoid exposure to marked temperature changes (Extremes of hot or cold)
☒ Avoid lifting with injured hand more than: ☐ 5 lbs ☒ 10 lbs ☐ 20 lbs ☐ 50 lbs
☐ Must not operate dangerous equipment, including automobile:
☐ Until further evaluation ☐ If taking medication
☐ Avoid the following motions/conditions with the injured hand:
☐ Pushing ☐ Grasping ☐ Pulling ☐ Twisting ☐ Repetitive movement
☐ Climbing or unprotected heights ☐ Vibratory tools

Additional limitations:

- ☐ Keep dressing clean and dry
☐ Keep hand elevated
☐ Avoid skin irritants
☒ Must be allowed to wear splint or cast

- ☐ Diagnostic studies have been scheduled
☐ Surgery has been scheduled
☐ Patient was seen in the office today
☐ Next appointment: (Date) _____

(b) (6), (b) (7)(C)**(b) (6), (b) (7)(C)** 10/10/2016

If you have questions or comments about this patient's work status, please call the physician to discuss situation.
If above restrictions cannot be met, Patient may not return to work at this time.

EXHIBIT I



my**accommodation** Services

Fax: 1-206-946-7289

Email: accommodations@amazon.com

January 11, 2017

(b) (6), (b) (7)(C)
(b) (6), (b) (7)(C)

RE: Accommodation Case Closed, Case #:

Dear (b) (6), (b) (7)(C)

This letter is in follow up to your request for a job accommodation which you initiated because of a health condition that you believe is impacting your ability to perform your job duties. Our records indicate you submitted your request on 7/24/2016.

In order for us to consider your request for accommodation, we must confirm you have a qualifying disability and because of that disability, you are unable to perform one or more of your essential job duties. In order for us to make this determination it requires your active participation and compliance with the following associate/employee responsibilities:

- 1) Your timely response and active participation in conversation(s) with us so we might better understand your needs;
- 2) If requested, your timely submission of medical documentation completed by your healthcare provider (outlining your abilities, restrictions and potential accommodation needs.)

As of the date of this letter you have not responded to either of the above noted responsibilities (you have not responded to our outreach attempts on 1/11/2017 and you have not submitted medical documentation since your last leave as accommodation approval which ended on 8/17/2016. Based on your lack of response, it is our assumption you are no longer requesting a job accommodation, as a result we do not regard you as being disabled and you are fully able to perform all your essential job duties.

Note: If you have been off work during this time, you are to return to work for your next scheduled shift or we will assume you are not returning and we will initiate a leave of absence on your behalf, if applicable. Eligibility for Leave of Absence is subject to the terms and conditions of the LOA policies which may include being in an eligible employee class status, time and service requirements and medical certification guidelines. Eligibility for leave is determined by the MyLeave team and is not guaranteed.

It is important to note that any lost time not covered by either an approved accommodation or Leave of Absence (written approval) is subject to the terms and conditions of the Attendance Guidelines as assessed and administered by Human Resources. If you were out of work during the accommodation process, you may be required to submit medical documentation certifying that you are able to return to work and perform the essential functions of your position. Your time off may be subject to the standard attendance policy.

If you disagree with the above findings or assessment, please contact me by the close of business 10 days from the date of this letter

(b) (6), (b) (7)(C)| Amazon

EXHIBIT J



Job Safety Analysis

CVG5

Name:

Area Manager-

Work Accommodation Analysis –

(b) (6), (b) (7)(C)

Date: 6/15/2016

Introduction:

The above named associate has presented medical documentation, with the following restrictions:

| Ability of Patient | L,R,B | Fully Restricted | 25% | 50% | 75% | Not Restricted | Additional Notes |
|--|-------|------------------|-----|-----|-----|----------------|------------------|
| 1 a Lift up to 5 lbs | Both | | | | | X | |
| b Lift 5 - 10 lbs | Both | | | | | X | |
| c Lift 11 - 20 lbs | Both | X | | | | | |
| d Lift 21 - 30 lbs | Both | X | | | | | |
| e Lift 31 - 50 lbs | Both | X | | | | | |
| 2 a Push/Pull up to 5 lbs | Both | | | | | | |
| b Push/Pull 5 - 10 lbs | Both | | | | | | |
| c Push/Pull 11 - 20 lbs | Both | | | | | | |
| d Push/Pull 21 - 30 lbs | Both | | | | | | |
| e Push/Pull 31 - 50 lbs | Both | | | | | | |
| 3 a Overhead Reach | Both | | | | | | |
| b At Shoulder Reach | Both | | | | | | |
| c Below Shoulder Reach | Both | | | | | | |
| d Rotation of Head/Neck | | | | | | | |
| 4 a Bend/twist | | | | | | | |
| b Kneel | | X | | | | | |
| c Crawl | | X | | | | | |
| d Squat | | X | | | | | |
| 5 a Sit | | | | | | | |
| b Stand | | X | | | | | |
| c Walk | | X | | | | | |
| d Climb stairs | | X | | | | | |
| e Climb Ladders | | X | | | | | |
| 6 a Use hands for repetitive motion | Both | | | | | | |
| b Do simple grasping, turning such as grasping hand scanner (<15 inch-pounds) | Both | | | | | | |
| c Do forceful grasping, turning such as using a packaging tape dispenser (> 15 inch-pounds) | Both | | | | | | |
| 7 a See | | | | | | | |
| b Hear | | | | | | | |
| c Talk | | | | | | | |
| 8 Can the patient work more than 40 hours within a week? | | | | | | Yes | No |
| If no, please indicate the number of hours the patient can work: | | | | | | hours/day | hours/week |
| 9 Can the patient drive commercial machinery such as a forklift, reach truck, scissor lift or truck? | | | | | | Yes | No |
| 10 Does the patient have any work restrictions related to a psychological or mental condition? | | | | | | Yes | No |
| 11 Please describe any other recommended work restrictions or temporary work accommodations, whether related to the patient's mental or physical condition, medication, or treatment considerations: | | | | | | | |

Taking these restrictions into account, All Departments at CVG 5 were reviewed to determine if there are any positions, in which this assoicate could safely work.

CONFIDENTIAL



Job Safety Analysis

CVG5

Name:

Work Accommodation Analysis –

(b) (6), (b) (7)(C)

Date:

6/15/2016

Review and Analysis

| Results Of Job Safety Analysis | Overall Finding | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|--------------------------------------|-------------------|------------------|-------------------|-------------------|-------------------|----------------------|---------------------|----------------------|----------------------|----------------------|----------------|-------------------|----------------------|--------------------|------------|-------|-------|-------|-----|---|---|------|--------------|---------------|---------------|-----------------|-------------------|-----|------|------|-----------------|-----------|---|
| | Lift up to 5 lbs. | Lift 5 - 10 lbs. | Lift 11 - 20 lbs. | Lift 21 - 30 lbs. | Lift 31 - 50 lbs. | Push/Pullup to 5 lbs | Push/Pull5 - 10 lbs | Push/Pull11 - 20 lbs | Push/Pull21 - 30 lbs | Push/Pull31 - 50 lbs | Overhead Reach | At Shoulder Reach | Below Shoulder Reach | Rotate Head / Neck | Bend/Twist | Kneel | Crawl | Squat | Sit | | | Walk | Climb Stairs | Climb Ladders | Repet. Motion | Simple Grasping | Forceful Grasping | See | Hear | Talk | Work > 40 Hours | Drive PTT | |
| Pallet Build Splitter | N | Y | Y | N | N | N | Y | Y | Y | Y | Y | Y | Y | Y | Y | Y | Y | N | Y | Y | N | N | N | Y | Y | Y | Y | Y | Y | Y | Y | Y | Y |
| Pallet Build Building Pallets | N | Y | Y | N | N | N | Y | Y | Y | Y | Y | Y | Y | Y | Y | N | Y | N | Y | N | N | N | Y | N | Y | Y | Y | Y | Y | Y | Y | Y | Y |
| Inbound Unloading Trailers | N | Y | Y | N | N | N | Y | Y | Y | Y | Y | Y | Y | Y | Y | N | Y | N | Y | N | N | N | Y | N | Y | Y | Y | Y | Y | Y | Y | Y | Y |
| Fluid Load Loading Trailers | N | Y | Y | N | N | N | Y | Y | Y | Y | Y | Y | Y | Y | Y | Y | Y | N | Y | N | Y | N | N | Y | N | Y | Y | Y | Y | Y | Y | Y | Y |
| Pallet Build Waterspider | N | Y | Y | N | N | N | Y | Y | Y | Y | Y | Y | Y | Y | Y | N | Y | N | Y | N | N | N | Y | N | Y | Y | Y | Y | Y | Y | Y | Y | Y |
| PTT | N | Y | Y | N | N | N | Y | Y | Y | Y | Y | Y | Y | Y | Y | Y | Y | N | Y | N | Y | N | N | Y | Y | Y | Y | Y | Y | Y | Y | Y | Y |
| Flat Sort Dumper | N | Y | Y | N | N | N | Y | Y | Y | Y | Y | Y | Y | Y | Y | N | Y | N | Y | N | N | N | N | Y | Y | Y | Y | Y | Y | Y | Y | Y | Y |
| Flat Sort Induct | N | Y | Y | N | N | N | Y | Y | Y | Y | Y | Y | Y | Y | Y | Y | Y | N | Y | N | Y | N | N | Y | Y | Y | Y | Y | Y | Y | Y | Y | Y |
| Flat Sort Sorter | N | Y | Y | N | N | N | Y | Y | Y | Y | Y | Y | Y | Y | Y | Y | Y | N | Y | N | N | N | Y | Y | Y | Y | Y | Y | Y | Y | Y | Y | Y |
| Flat Sort Water Spider | N | Y | Y | N | N | N | Y | Y | Y | Y | Y | Y | Y | Y | Y | Y | Y | N | Y | N | N | N | Y | Y | Y | Y | Y | Y | Y | Y | Y | Y | Y |

Recommendations:

Taking these restrictions into account, all departments at CVG5 were reviewed and it was determined that there is no positions AA could safely work within their restrictions

Sr Ops Manager Signature:

Sr Ops Manager name:

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

CVG5

CONFIDENTIAL

EXHIBIT K



Job Safety Analysis

CVG5

Name:

Area Manager- (b) (6), (b) (7)(C)

Work Accommodation Analysis –

(b) (6), (b) (7)(C)

Date: 7/6/2016

Introduction:

The above named associate has presented medical documentation, with the following restrictions:

| Ability of Patient | L,R,B | Fully Restricted | 25% | 50% | 75% | Not Restricted | Additional Notes |
|--|-------|------------------|-----|-----|-----|----------------|------------------|
| 1 a Lift up to 5 lbs | Both | | | | | X | |
| b Lift 5 - 10 lbs | Both | | | | | | |
| c Lift 11 - 20 lbs | Both | | | | | | |
| d Lift 21 - 30 lbs | Both | | | | | | |
| e Lift 31 - 50 lbs | Both | | | | | | |
| 2 a Push/Pull up to 5 lbs | Both | | | | | X | |
| b Push/Pull 5 - 10 lbs | Both | | | | | | |
| c Push/Pull 11 - 20 lbs | Both | | | | | | |
| d Push/Pull 21 - 30 lbs | Both | | | | | | |
| e Push/Pull 31 - 50 lbs | Both | | | | | | |
| 3 a Overhead Reach | Both | | | | | | |
| b At Shoulder Reach | Both | | | | | | |
| c Below Shoulder Reach | Both | | | | | | |
| d Rotation of Head/Neck | | | | | | | |
| 4 a Bend/twist | | | | | | | |
| b Kneel | | | | | | | |
| c Crawl | | | | | | | |
| d Squat | | | | | | | |
| 5 a Sit | | | | | | X | |
| b Stand | | X | | | | | |
| c Walk | | X | | | | | |
| d Climb stairs | | X | | | | | |
| e Climb Ladders | | X | | | | | |
| 6 a Use hands for repetitive motion | Both | | | | | | |
| b Do simple grasping, turning such as grasping hand scanner (<15 inch-pounds) | Both | | | | | | |
| c Do forceful grasping, turning such as using a packaging tape dispenser (> 15 inch-pounds) | Both | | | | | | |
| 7 a See | | | | | | | |
| b Hear | | | | | | | |
| c Talk | | | | | | | |
| 8 Can the patient work more than 40 hours within a week? | | | | | | Yes | No |
| If no, please indicate the number of hours the patient can work: | | | | | | hours/day | hours/week |
| 9 Can the patient drive commercial machinery such as a forklift, reach truck, scissor lift or truck? | | | | | | Yes | No |
| 10 Does the patient have any work restrictions related to a psychological or mental condition? | | | | | | Yes | No |
| 11 Please describe any other recommended work restrictions or temporary work accommodations, whether related to the patient's mental or physical condition, medication, or treatment considerations: | | | | | | | |

Taking these restrictions into account, All Departments at CVG 5 were reviewed to determine if there are any positions, in which this associate could safely work.

CONFIDENTIAL



Job Safety Analysis

CVG5

Name:

Work Accommodation Analysis –

Date:

Review and Analysis

| Results Of Job Safety Analysis | Overall Finding | Lift up to 5 lbs. | Lift 5 - 10 lbs. | Lift 11 - 20 lbs. | Lift 21 - 30 lbs. | Lift 31 - 50 lbs. | Push/Pull up to 5 lbs | Push/Pull 5 - 10 lbs | Push/Pull 11 - 20 lbs | Push/Pull 21 - 30 lbs | Push/Pull 31 - 50 lbs | Overhead Reach | At Shoulder Reach | Below Shoulder Reach | Rotate Head / Neck | Bend/Twist | Kneel | Crawl | Squat | Sit | Walk | Climb Stairs | Climb Ladders | Repet. Motion | Simple Grasping | Forceful Grasping | See | Hear | Talk | Work > 40 Hours | Drive PIT |
|--------------------------------------|-----------------|-------------------|------------------|-------------------|-------------------|-------------------|-----------------------|----------------------|-----------------------|-----------------------|-----------------------|----------------|-------------------|----------------------|--------------------|------------|-------|-------|-------|-----|------|--------------|---------------|---------------|-----------------|-------------------|-----|------|------|-----------------|-----------|
| Pallet Build Splitter | N | Y | Y | Y | Y | Y | Y | Y | Y | Y | Y | Y | Y | Y | Y | Y | Y | Y | Y | Y | N | N | Y | Y | Y | Y | Y | Y | Y | Y | Y |
| Pallet Build Building Pallets | N | Y | Y | Y | Y | Y | Y | Y | Y | Y | Y | Y | Y | Y | Y | Y | Y | Y | Y | Y | N | N | Y | N | Y | Y | Y | Y | Y | Y | Y |
| Inbound Unloading Trailers | N | Y | Y | Y | Y | Y | Y | Y | Y | Y | Y | Y | Y | Y | Y | Y | Y | Y | Y | Y | N | N | Y | N | Y | Y | Y | Y | Y | Y | Y |
| Fluid Load Loading Trailers | N | Y | Y | Y | Y | Y | Y | Y | Y | Y | Y | Y | Y | Y | Y | Y | Y | Y | Y | Y | N | N | Y | N | Y | Y | Y | Y | Y | Y | Y |
| Pallet Build Waterspider | N | Y | Y | Y | Y | Y | Y | Y | Y | Y | Y | Y | Y | Y | Y | Y | Y | Y | Y | Y | N | N | Y | N | Y | Y | Y | Y | Y | Y | Y |
| PIT | N | Y | Y | Y | Y | Y | Y | Y | Y | Y | Y | Y | Y | Y | Y | Y | Y | Y | Y | Y | N | N | Y | Y | Y | Y | Y | Y | Y | Y | Y |
| Flat Sort Dumper | N | Y | Y | Y | Y | Y | Y | Y | Y | Y | Y | Y | Y | Y | Y | Y | Y | Y | Y | Y | N | N | N | N | Y | Y | Y | Y | Y | Y | Y |
| Flat Sort Induct | N | Y | Y | Y | Y | Y | Y | Y | Y | Y | Y | Y | Y | Y | Y | Y | Y | Y | Y | Y | N | N | N | Y | Y | Y | Y | Y | Y | Y | Y |
| Flat Sort Sorter | N | Y | Y | Y | Y | Y | Y | Y | Y | Y | Y | Y | Y | Y | Y | Y | Y | Y | Y | Y | N | N | Y | Y | Y | Y | Y | Y | Y | Y | Y |
| Flat Sort Water Spider | N | Y | Y | Y | Y | Y | Y | Y | Y | Y | Y | Y | Y | Y | Y | Y | Y | Y | Y | Y | N | N | Y | Y | Y | Y | Y | Y | Y | Y | Y |

Recommendations:

Taking these restrictions into account, all departments at CVG5 were reviewed and it was determined that there is no positions AA could safely work within their restrictions

Sr Ops Manager Signature:

Sr Ops Manager name:

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

CVG5

CONFIDENTIAL

EXHIBIT L



Job Safety Analysis

CVG5

Name:

Area Manager- (b) (6), (b) (7)(C)

Work Accommodation Analysis –

(b) (6), (b) (7)(C)

Date: 8/3/2016

Introduction:

The above named associate has presented medical documentation, with the following restrictions:

| Ability of Patient | | L,R,B | Fully Restricted | 25% | 50% | 75% | Not Restricted | Additional Notes | |
|--------------------|---|-------|------------------|-----|-----|-----|----------------|------------------|------------|
| 1 | a Lift up to 5 lbs | Both | | | | | x | | |
| | b Lift 5 - 10 lbs | Both | | | | | x | | |
| | c Lift 11 - 20 lbs | Both | | | | | | | |
| | d Lift 21 - 30 lbs | Both | x | | | | | | |
| | e Lift 31 - 50 lbs | Both | x | | | | | | |
| 2 | a Push/Pull up to 5 lbs | Both | | | | | | | |
| | b Push/Pull 5 - 10 lbs | Both | | | | | | | |
| | c Push/Pull 11 - 20 lbs | Both | | | | | | | |
| | d Push/Pull 21 - 30 lbs | Both | | | | | | | |
| | e Push/Pull 31 - 50 lbs | Both | | | | | | | |
| 3 | a Overhead Reach | Both | | | | | | | |
| | b At Shoulder Reach | Both | | | | | | | |
| | c Below Shoulder Reach | Both | | | | | | | |
| | d Rotation of Head/Neck | | | | | | | | |
| 4 | a Bend/twist | | | | | | | | |
| | b Kneel | | | | | | | | |
| | c Crawl | | | | | | | | |
| | d Squat | | | | | | | | |
| 5 | a Sit | | | | | | | | |
| | b Stand | | | | | | | | |
| | c Walk | | | | | | | | |
| | d Climb stairs | | | | | | | | |
| | e Climb Ladders | | | | | | | | |
| 6 | a Use hands for repetitive motion | Both | | | | | | | |
| | b Do simple grasping, turning such as grasping hand scanner (<15 inch-pounds) | Both | | | | | | | |
| | c Do forceful grasping, turning such as using a packaging tape dispenser (> 15 inch-pounds) | Both | | | | | | | |
| 7 | a See | | | | | | | | |
| | b Hear | | | | | | | | |
| | c Talk | | | | | | | | |
| 8 | Can the patient work more than 40 hours within a week? | | | | | | | Yes | No |
| | If no, please indicate the number of hours the patient can work: | | | | | | | hours/day | hours/week |
| 9 | Can the patient drive commercial machinery such as a forklift, reach truck, scissor lift or truck? | | | | | | | Yes | No |
| 10 | Does the patient have any work restrictions related to a psychological or mental condition? | | | | | | | Yes | No |
| 11 | Please describe any other recommended work restrictions or temporary work accommodations, whether related to the patient's mental or physical condition, medication, or treatment considerations: | | | | | | | | |

Taking these restrictions into account, All Departments at CVG 5 were reviewed to determine if there are any positions, in which this assoicate could safely work.

CONFIDENTIAL



Date:

[illegible]

Taking these restrictions into account, all departments at CVG5 were reviewed and it was determined that there is no positions AA could safely work within their restrictions

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[REDACTED] (b) (6), (b) (7)(C) [REDACTED]

Page 2 of 2

EXHIBIT M

Education and Workforce Development Cabinet
Office of Employment and Training
Division of Unemployment Insurance Appeals Branch
275 East Main Street 2-EB
Frankfort KY 40621-0001



AD# (b) (6), (b) (7)(C) A
SS# [REDACTED]
LO# 05
Mailed 09-30-16

REFEREE DECISION

APPELLANT

(b) (6), (b) (7)(C)
(b) (6), (b) (7)(C)

APPELLEE

AMAZON.COM
C/O TALX
P O BOX 182366
COLUMBUS, OH 43218

EFFECTIVE DATE

08-07-16

APPEAL FILED

09-08-16

DATE OF HEARING

09-26-16

STATEMENT OF THE CASE: The claimant appealed a determination dated September 2, 2016, which held the claimant ineligible for benefits from August 7, 2016, through August 20, 2016, and thereafter until conditions substantially change on grounds the claimant was not unemployed.

ISSUE: Whether the claimant is on a voluntary leave of absence and is ineligible for benefits.

APPEARANCES: The claimant. Listed as a witness for the claimant but not testifying was (b) (6), (b) (7)(C), human resource assistant. The employer did not appear.

FINDINGS OF FACT: The claimant's non-union employment with the employer began in (b) (6), (b) (7)(C). The claimant was last assigned as a warehouse associate, working part time at a wage rate of \$12.50 per hour in Hebron, Boone County, Kentucky. The claimant last worked for the employer on July 24, 2016, when (b) (6) was placed on a medical leave of absence by the employer. The claimant's medical leave is scheduled to end on the third week of October 2016.

On April 16, 2016, the claimant injured (b) (6) hand at work. The claimant also was seen by (b) (6) primary care physician, who referred the claimant to a specialist. On June 22, 2016, the claimant was examined by the specialist, who diagnosed the claimant with an extensor tenosynovitis of the first extensor compartment tendon of the left wrist and treated the claimant with a corticosteroid injection.

The claimant continued working until July 24, 2016, when (b) (6) asked the employer to have a doctor examine (b) (6), (b) (7)(C) because of the pain the claimant was suffering from (b) (6) injury. The employer sent the claimant to a physician who diagnosed (b) (6), (b) (7)(C) with a wrist sprain and placed (b) (6), (b) (7)(C) on work restrictions of no lifting more than twenty pounds with (b) (6) left hand, no more than forty pounds total, and to avoid grip and twist motions. The claimant informed the employer of (b) (6) restrictions, and the employer, who had no work available within the restrictions, placed the claimant on a medical leave of absence until restrictions are lifted or until October 22, 2016, when the claimant's medical leave will end. The claimant's medical condition has not improved and the employer will not return the claimant to work as it cannot accommodate (b) (6) restrictions. The claimant filed a claim for Worker's Compensation, which has been denied.

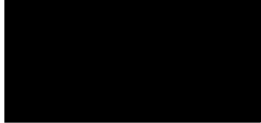
DECISION: The determination is affirmed and the claimant's ineligibility is extended to the week

ending September 24, 2016, and will continue so long as conditions remain substantially unchanged.

REASONS: KRS 341.350 requires that a claimant be "unemployed" as a condition of eligibility to receive benefits. The employment relationship continues while the claimant is on a medical leave of absence.

The claimant asked the employer to be sent to a doctor who placed the claimant on restrictions which the employer could not accommodate. As a result, the employer placed the claimant on a medical leave of absence until the claimant's work restrictions are lifted or until the third week of October 2016, which is when the claimant's leave of absence will end. Therefore, the claimant is on a medical leave of absence and not unemployed as of the effective date of the claim and is ineligible for benefits from August 7, 2016, through the week ending October 1, 2016, and will continue so long as conditions remain substantially unchanged. The claimant's medical leave is scheduled to end October 22, 2016.

(b) (6), (b) (7)(C)



(b) (6), (b) (7)(C)

UI Appeals Referee II

COPY TO: AMAZON.COM
AMAZON COM KYDC LLC

NOTE: A party adversely affected by this decision may appeal to the Unemployment Insurance Commission. KRS 341.430. The appeal must be in writing clearly stating the intention to appeal and delivered to a representative of the Division or mailed and postmarked within fifteen (15) days of the mailing date of this decision to the Kentucky Unemployment Insurance Commission, 275 East Main Street, 2-WF, Frankfort, Kentucky 40621. **This decision will become final unless appealed by 10/17/2016.** The mark made by a privately held postage meter shall not be considered in determining the date of receipt. 787 KAR 1:230. *YOU MAY ALSO FILE YOUR APPEAL TO THE COMMISSION BY E-MAIL AT THE ADDRESS DES.UIC@KY.GOV OR BY FAX AT 502-564-3562. PLEASE INCLUDE SOCIAL SECURITY NUMBER OF CLAIMANT WHEN YOU APPEAL.* SPECIAL NOTE TO CLAIMANTS: If benefits are denied by this decision, and further appeal to the Unemployment Insurance Commission is initiated, you should continue to claim benefits as directed by the local office. If the Commission's decision is in your favor, you will only be paid benefits that are properly claimed and for which you are otherwise eligible. Any party who failed to attend the scheduled hearing may, within seven (7) days from the date thereof, request rehearing which shall be granted upon a showing of good cause. 787 KAR 1:110 § 4(5). 13



UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

REGION 9
550 MAIN ST
RM 3003
CINCINNATI, OH 45202-3271

Agency Website: www.nlr.gov
Telephone: (513)684-3686
Fax: (513)684-3946

February 28, 2017

(b) (6), (b) (7)(C)

Re: AMAZON.COM INC.
Case 09-CA-190719

Dear (b) (6), (b) (7)(C)

We have carefully investigated and considered your charge that Amazon.com Inc. has violated the National Labor Relations Act.

Decision to Dismiss: Based on our investigation, I have concluded that further proceedings are not warranted, and I am dismissing your charge for the following reasons:

Your charge alleges that the Employer discharged you and engaged in surveillance of you at work in retaliation for your prior history of union organizing at another employer and because of your complaints to the Employer concerning its failure to raise your pay, issues with employee retention, and employees' issues with transportation. The evidence established, however, that you were not discharged. Rather, the Employer placed you on a medical leave of absence for reasons that were unrelated to any protected activities. In this regard, the evidence failed to establish that the Employer knew about your past union activities while working for a different employer. Additionally, although your complaints concerned terms and conditions of employment, they were not made in concert with or on behalf of your co-workers and, thus, did not constitute group activity protected by the Act. In any event, the investigation did not disclose that the Employer was hostile toward such complaints. Finally, the investigation did not disclose any evidence that the Employer unlawfully surveilled you or watched you more closely.

Your Right to Appeal: You may appeal my decision to the General Counsel of the National Labor Relations Board, through the Office of Appeals. If you appeal, you may use the enclosed Appeal Form, which is also available at www.nlr.gov. However, you are encouraged to also submit a complete statement of the facts and reasons why you believe my decision was incorrect.

Means of Filing: An appeal may be filed electronically, by mail, by delivery service, or hand-delivered. Filing an appeal electronically is preferred but not required. The appeal MAY NOT be filed by fax or email. To file an appeal electronically, go to the Agency's website at www.nlr.gov, click on **E-File Documents**, enter the **NLRB Case Number**, and follow the detailed instructions. To file an appeal by mail or delivery service, address the appeal to the **General Counsel at the National Labor Relations Board, Attn: Office of Appeals, 1015 Half Street SE, Washington, DC 20570-0001**. Unless filed electronically, a copy of the appeal should also be sent to me.

Appeal Due Date: The appeal is due on **March 14, 2017**. If the appeal is filed electronically, the transmission of the entire document through the Agency's website must be completed **no later than 11:59 p.m. Eastern Time** on the due date. If filing by mail or by delivery service an appeal will be found to be timely filed if it is postmarked or given to a delivery service no later than March 13, 2017. **If an appeal is postmarked or given to a delivery service on the due date, it will be rejected as untimely.** If hand delivered, an appeal must be received by the General Counsel in Washington D.C. by 5:00 p.m. Eastern Time on the appeal due date. If an appeal is not submitted in accordance with this paragraph, it will be rejected.

Extension of Time to File Appeal: The General Counsel may allow additional time to file the appeal if the Charging Party provides a good reason for doing so and the request for an extension of time is **received on or before March 14, 2017**. The request may be filed electronically through the *E-File Documents* link on our website www.nlr.gov, by fax to (202)273-4283, by mail, or by delivery service. The General Counsel will not consider any request for an extension of time to file an appeal received after March 14, 2017, **even if it is postmarked or given to the delivery service before the due date**. Unless filed electronically, a copy of the extension of time should also be sent to me.

Confidentiality: We will not honor any claim of confidentiality or privilege or any limitations on our use of appeal statements or supporting evidence beyond those prescribed by the Federal Records Act and the Freedom of Information Act (FOIA). Thus, we may disclose an appeal statement to a party upon request during the processing of the appeal. If the appeal is successful, any statement or material submitted with the appeal may be introduced as evidence at a hearing before an administrative law judge. Because the Federal Records Act requires us to keep copies of case handling documents for some years after a case closes, we may be required by the FOIA to disclose those documents absent an applicable exemption such as those that protect confidential sources, commercial/financial information, or personal privacy interests.

Very truly yours,



Garey Edward Lindsay
Regional Director

Enclosure

cc: JEFF BEZOS
CHAIRMAN & CEO
AMAZON.COM INC.
410 TERRY AVE N
SEATTLE, WA 98109-5210

MICHAEL E. LIGNOWSKI
ATTORNEY AT LAW
MORGAN, LEWIS & BOCKIUS, LLP
1701 MARKET STREET
PHILADELPHIA, PA 19103-2921

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD

APPEAL FORM

To: General Counsel
Attn: Office of Appeals
National Labor Relations Board
1015 Half Street SE
Washington, DC 20570-0001

Date:

Please be advised that an appeal is hereby taken to the General Counsel of the National Labor Relations Board from the action of the Regional Director in refusing to issue a complaint on the charge in

Case Name(s).

Case No(s). *(If more than one case number, include all case numbers in which appeal is taken.)*

(Signature)

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
APPEAL FORM

To: General Counsel
Attn: Office of Appeals
National Labor Relations Board
1015 Half Street, S.E.
Washington, D.C. 20570

Date: 03/13/2017

Please be advised that an appeal is hereby taken to the General Counsel of the National Labor Relations Board from the action of the Regional Director in refusing to issue a complaint on the charge in

(b) (6), (b) (7)(C) V. AMAZON.COM INC.

Case Name(s).

Case 09=CA-190719

Case No(s). (If more than one case number, include all case numbers in which appeal is taken.)

(b) (6), (b) (7)(C)

(Signature)



UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD
OFFICE OF THE GENERAL COUNSEL
Washington, DC 20570

November 15, 2017

(b) (6), (b) (7)(C)

Re: Amazon.Com Inc.
Case 09-CA-190719

Dear (b) (6), (b) (7)(C)

We have carefully considered your appeal from the Regional Director's refusal to issue complaint. You raise no new issue that the Regional Director had not considered previously which requires reversal of (b) (6), (b) (7)(C) decision. We agree with the Regional Director's decision and deny your appeal substantially for the reasons in (b) (6), (b) (7)(C) letter of February 28, 2017.

You allege in your charge that the Employer unlawfully surveilled you and discharged you in retaliation for your union and/or protected concerted activities. The evidence established that even assuming you engaged in protected concerted activities, there is insufficient evidence to support the allegation that the Employer surveilled and discharged you in retaliation for such activity. Rather, the investigation disclosed that you are not discharged but that you are on a leave of absence pending your medical clearance to resume work without restrictions. There is insufficient evidence to establish that the Employer's conduct constituted retaliatory conduct within the meaning of the National Labor Relations Act. The evidence further shows that any indication of observing you while at work was for legitimate, non-nefarious business reasons. In these circumstances, we cannot conclude the Employer violated the Act, as alleged.

Accordingly, further proceedings are unwarranted.

Sincerely,

Jennifer A. Abruzzo
Acting General Counsel



By:

Mark E. Arbesfeld, Acting Director
Office of Appeals

cc: GAREY EDWARD LINDSAY
REGIONAL DIRECTOR
NATIONAL LABOR RELATIONS
BOARD
550 MAIN ST RM 3003
CINCINNATI, OH 45202-3271

MICHAEL E. LIGNOWSKI, ESQ.
MORGAN, LEWIS & BOCKIUS, LLP
1701 MARKET ST
PHILADELPHIA, PA 19103-2921

JEFF BEZOS, CHAIRMAN & CEO
AMAZON.COM INC.
410 TERRY AVE N
SEATTLE, WA 98109-5210

kf

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
CHARGE AGAINST EMPLOYER

DO NOT WRITE IN THIS SPACE

Case
09-CA-195142

Date Filed
March 20, 2017

INSTRUCTIONS:

File an original with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.

1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT

a. Name of Employer
AMAZON.COM INC.

b. Tel. No.
(206) 266-1000

c. Cell No.

f. Fax No.
(302) 636-5454

d. Address (Street, city, state, and ZIP code)
410 Terry Ave N
WA Seattle 98109-5210

e. Employer Representative
Jeff Bezos
Chief Executive Officer

g. e-Mail
Jeff@Amazon.org

h. Number of workers employed
2000

i. Type of Establishment (factory, mine, wholesaler, etc.)
Transportation

j. Identify principal product or service
Sort/Fulfillment Center

k. The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) and (list subsections) 3, 4 of the National Labor Relations Act, and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices are unfair practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.

2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices)

--See additional page--

3. Full name of party filing charge (if labor organization, give full name, including local name and number)

(b) (6), (b) (7)(C)

Title:

4a. Address (Street and number, city, state, and ZIP code)

(b) (6), (b) (7)(C)

4b. Tel. No.
(b) (6), (b) (7)(C)

4c. Cell No.

4d. Fax No.

4e. e-Mail
(b) (6), (b) (7)(C)

5. Full name of national or international labor organization of which it is an affiliate or constituent unit (to be filled in when charge is filed by a labor organization)

6. DECLARATION

I, (b) (6), (b) (7)(C) charge and that the statements are true to the best of my knowledge and belief.

By (b) (6), (b) (7)(C)
(signature of representative or person making charge)

Title: (b) (6), (b) (7)(C)
(Print/type name and title or office, if any)

Tel. No.
(b) (6), (b) (7)(C)

Office, if any, Cell No.

Fax No.

e-Mail
(b) (6), (b) (7)(C)

Address (b) (6), (b) (7)(C)

03/19/2017 23:05:03
(date)

WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)

PRIVACY ACT STATEMENT

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing unfair labor practice and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary; however, failure to supply the information will cause the NLRB to decline to invoke its processes.

Basis of the Charge

8(a)(3)

Within the previous six months, the Employer discharged an employee(s) because the employee(s) joined or supported a labor organization and in order to discourage union activities and/or membership.

| Name of employee discharged | Approximate date of discharge |
|-----------------------------|---|
| (b) (6), (b) (7)(C) | (b) (6), (b) (7)(C)/2017 & previously on (b) (6), (b) (7)(C) 2016 |

8(a)(1)

Within the previous six months, the Employer discharged an employee(s) because the employee(s) engaged in protected concerted activities by, inter alia, discussing wages and/or other terms and conditions of employment and in order to discourage employees from engaging in protected concerted activities.

| Name of employee discharged | Approximate date of discharge |
|-----------------------------|---|
| (b) (6), (b) (7)(C) | (b) (6), (b) (7)(C)/2017 & previously on (b) (6), (b) (7)(C) 2016 |

8(a)(3)

Within the previous six months, the Employer discharged an employee(s) because the employee(s) engaged in protected concerted activities by, inter alia, protesting terms and conditions of employment and in order to discourage employees from engaging in protected concerted activities.

| Name of employee discharged | Approximate date of discharge |
|-----------------------------|---|
| (b) (6), (b) (7)(C) | (b) (6), (b) (7)(C)/2017 & previously on (b) (6), (b) (7)(C) 2016 |

8(a)(4)

Within the previous six months, the Employer discharged an employee(s) because the employee(s) filed charges or cooperated with the NLRB.

| Name of employee discharged | Approximate date of discharge |
|-----------------------------|---|
| (b) (6), (b) (7)(C) | (b) (6), (b) (7)(C)/2017 & previously on (b) (6), (b) (7)(C) 2016 |

8(a)(3)

Within the previous six months, the Employer disciplined or retaliated against an employee(s) because the employee(s) joined or supported a labor organization and in order to discourage union activities and/or membership.

| Name of employee disciplined/retaliated against | Type of discipline/retaliation | Approximate date of discipline/retaliation |
|---|--------------------------------|---|
| (b) (6), (b) (7)(C) | Termination | (b) (6), (b) (7)(C)/2017 & previously on (b) (6), (b) (7)(C) 2016 |

8(a)(1)

Within the previous six months, the Employer disciplined or retaliated against an employee(s) because the employee(s) engaged in protected concerted activities by, inter alia, discussing wages, hours, or other terms and conditions of employment and in order to discourage employees from engaging in protected concerted activities.

| Name of employee disciplined/retaliated against | Type of discipline/retaliation | Approximate date of discipline/retaliation |
|---|--------------------------------|---|
| (b) (6), (b) (7)(C) | Termination | (b) (6), (b) (7)(C)/2017 & previously on (b) (6), (b) (7)(C) 2016 |

8(a)(3)

Within the previous six months, the Employer disciplined or retaliated against an employee(s) because the employee(s) engaged in protected concerted activities by, inter alia, protesting terms and conditions of employment and in order to discourage employees from engaging in protected concerted activities.

| Name of employee disciplined/retaliated against | Type of discipline/retaliation | Approximate date of discipline/retaliation |
|---|--------------------------------|---|
| (b) (6), (b) (7)(C) | Termination | (b) (6), (b) (7)(C) /2017 & previously on (b) (6), (b) (7)(C), 2016 |

8(a)(4)

Within the previous six months, the Employer disciplined or retaliated against an employee(s) because the employee(s) filed charges or cooperated with the NLRB.

| Name of employee disciplined/retaliated against | Type of discipline/retaliation | Approximate date of discipline/retaliation |
|---|--------------------------------|---|
| (b) (6), (b) (7)(C) | Termination | (b) (6), (b) (7)(C) /2017 & previously on (b) (6), (b) (7)(C), 2016 |



UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

REGION 9
550 MAIN ST
RM 3003
CINCINNATI, OH 45202-3271

Agency Website: www.nlrb.gov
Telephone: (513)684-3686
Fax: (513)684-3946

April 17, 2017

(b) (6), (b) (7)(C)

Re: AMAZON.COM INC.
Case 09-CA-195142

Dear (b) (6), (b) (7)(C)

We have carefully investigated and considered your charge that AMAZON.COM INC. has violated the National Labor Relations Act.

Decision to Dismiss: In view of your lack of cooperation in investigating this case, I have determined that further proceedings are not warranted at this time and I am dismissing your charge.

If you wish to refile this charge later when you can cooperate in the investigation, you may do so. However, your attention is directed to Section 10(b) of the Act which provides that a charge must be filed with the NLRB and served on the charged party within six months of the conduct alleged to be unlawful.

Your Right to Appeal: You may appeal my decision to the General Counsel of the National Labor Relations Board, through the Office of Appeals.

Means of Filing: An appeal may be filed electronically, by mail, by delivery service, or hand-delivered. To file electronically using the Agency's e-filing system, go to our website at www.nlrb.gov and:

- 1) Click on E-File Documents;
- 2) Enter the NLRB Case Number; and,
- 3) Follow the detailed instructions.

Electronic filing is preferred, but you also may use the enclosed Appeal Form, which is also available at www.nlrb.gov. You are encouraged to also submit a complete statement of the facts and reasons why you believe my decision was incorrect. To file an appeal by mail or delivery service, address the appeal to the **General Counsel at the National Labor Relations Board, Attn: Office of Appeals, 1015 Half Street SE, Washington, DC 20570-0001**. Unless filed electronically, a copy of the appeal should also be sent to me.

The appeal MAY NOT be filed by fax or email. The Office of Appeals will not process faxed or emailed appeals.

Appeal Due Date: The appeal is due on **May 1, 2017**. If the appeal is filed electronically, the transmission of the entire document through the Agency's website must be completed **no later than 11:59 p.m. Eastern Time** on the due date. If filing by mail or by delivery service an appeal will be found to be timely filed if it is postmarked or given to a

delivery service no later than April 30, 2017. **If an appeal is postmarked or given to a delivery service on the due date, it will be rejected as untimely.** If hand delivered, an appeal must be received by the General Counsel in Washington D.C. by 5:00 p.m. Eastern Time on the appeal due date. If an appeal is not submitted in accordance with this paragraph, it will be rejected.

Extension of Time to File Appeal: The General Counsel may allow additional time to file the appeal if the Charging Party provides a good reason for doing so and the request for an extension of time is **received on or before May 1, 2017.** The request may be filed electronically through the ***E-File Documents*** link on our website www.nlr.gov, by fax to (202)273-4283, by mail, or by delivery service. The General Counsel will not consider any request for an extension of time to file an appeal received after May 1, 2017, **even if it is postmarked or given to the delivery service before the due date.** Unless filed electronically, a copy of the extension of time should also be sent to me.

Confidentiality: We will not honor any claim of confidentiality or privilege or any limitations on our use of appeal statements or supporting evidence beyond those prescribed by the Federal Records Act and the Freedom of Information Act (FOIA). Thus, we may disclose an appeal statement to a party upon request during the processing of the appeal. If the appeal is successful, any statement or material submitted with the appeal may be introduced as evidence at a hearing before an administrative law judge. Because the Federal Records Act requires us to keep copies of case handling documents for some years after a case closes, we may be required by the FOIA to disclose those documents absent an applicable exemption such as those that protect confidential sources, commercial/financial information, or personal privacy interests.

Very truly yours,



Garey Edward Lindsay
Regional Director

Enclosure

cc: Jeff Bezos, Chief Executive Officer
Amazon.Com Inc.
410 Terry Ave N
Seattle, WA 98109-5210

Joseph C. Ragaglia
Morgan, Lewis & Bockius, LLP
1701 Market Street
Philadelphia, PA 19103-2921

Michael E. Lignowski
Morgan, Lewis & Bockius, LLP
1701 Market St
Philadelphia, PA 19103-2901

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD

APPEAL FORM

To: General Counsel
Attn: Office of Appeals
National Labor Relations Board
1015 Half Street SE
Washington, DC 20570-0001

Date:

Please be advised that an appeal is hereby taken to the General Counsel of the National Labor Relations Board from the action of the Regional Director in refusing to issue a complaint on the charge in

Case Name(s).

Case No(s). *(If more than one case number, include all case numbers in which appeal is taken.)*

(Signature)

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
APPEAL FORM

To: General Counsel
Attn: Office of Appeals
National Labor Relations Board
1015 Half Street, S.E.
Washington, D.C. 20570

Date: 4-25-2017

Please be advised that an appeal is hereby taken to the General Counsel of the National Labor Relations Board from the action of the Regional Director in refusing to issue a complaint on the charge in

09-CA-195142

Case Name(s).

(b) (6), (b) (7)(C) V. AMAZON.COM INC..

Case No(s). *(If more than one case number, include all case numbers in which appeal is taken.)*

HMK

(b) (6), (b) (7)(C)

(Signature)



(b) (6), (b) (7)(C) <(b) (6), (b) (7)(C)>

Amazon.com., Inc., 09-CA-195142 - Response to Request for Clarification

(b) (6), (b) (7)(C) <(b) (6), (b) (7)(C)>

Tue, Mar 28, 2017 at 11:34 PM

To: Karsh, Aaron <Aaron.Karsh@nlrb.gov>, Richard.Griffin@nlrb.gov, "Taylor, Eric A." <Eric.Taylor@nlrb.gov>, "Riggall, Michael E." <Michael.Riggall@nlrb.gov>

Cc: "Lindsay, Garey E." <Garey.Lindsay@nlrb.gov>

Mr. Karsh & Mr. Griffin,

The argument for a new Field Examiner is straightforward, based on my experience communicating with Mr. Riggall to date, *my experience has been that (b) (6) has not been straightforward, that (b) (6) has issued a lot of ultimatum, & that the consequence of that is lack of trust.*

More specific detail will be forthcoming if it is your intent to force us to work together in this process.

Any assistance you can provide in moving this forward with a different examiner would be greatly appreciated. Regardless, please provide a FORMAL AGENCY POSITION on this FORMAL REQUEST FOR A NEW EXAMINER. Thank you.

Sincerely,

(b) (6), (b) (7)(C)
(b) (6), (b) (7)(C)

Ps: I also formally request a date by which my FOI to the Agency is going to be fulfilled since it was supposed to be completed within a month and that does not appear to have happened.

[Quoted text hidden]

| | |
|---------------------|--|
| Confirmation Number | 1000135743 |
| Date Submitted | 4/25/2017 10:08:26 AM (GMT-05:00) Eastern Time (US & Canada) |
| Case Name | AMAZON.COM INC. |
| Case Number | 09-CA-195142 |
| Filing Party | Charging Party |
| Name | (b) (6), (b) (7)(C) |
| Email | (b) (6), (b) (7)(C) |
| Address | (b) (6), (b) (7)(C) |
| Telephone | (b) (6), (b) (7)(C) |
| Fax | () - |

This constitutes my appeal. I am NOT filing any additional materials in support of my appeal.



UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD
OFFICE OF THE GENERAL COUNSEL
Washington, DC 20570

November 15, 2017

(b) (6), (b) (7)(C)

Re: Amazon.Com Inc.
Case 09-CA-195142

Dear (b) (6), (b) (7)(C)

We have carefully considered your appeal from the Regional Director's refusal to issue complaint. You raise no new issue that the Regional Director had not considered previously which requires reversal of (b) (6), (b) (7)(C) decision. We agree with the Regional Director's decision and deny your appeal substantially for the reasons in (b) (6), (b) (7)(C) letter of April 17, 2017.

The Regional Director properly dismissed the instant case because of your failure to present the requested evidence. As a charging party under the National Labor Relations Act, you are required to fully cooperate with the Regional Office's investigation of the unfair labor practice charge, and expeditiously respond to their requests. In the instant matter, the Board Agent made multiple attempts to schedule you for an affidavit, making accommodations for time and location at your request; however you failed to present yourself for the purpose of giving evidence in support of your charge.

Further, on appeal you allege that a new Board Agent should have been assigned to investigate your case. You provided no evidence that calls into question the impartiality of the Board Agent assigned to the case. We conclude that the Regional Office conducted the investigation in accordance with the Agency's policies and procedures.

Accordingly, further proceedings are unwarranted.

Sincerely,

Jennifer A. Abruzzo
Acting General Counsel



By:

Mark E. Arbesfeld, Acting Director
Office of Appeals

cc: GAREY EDWARD LINDSAY
REGIONAL DIRECTOR
NATIONAL LABOR RELATIONS
BOARD
550 MAIN ST RM 3003
CINCINNATI, OH 45202-3271

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kf